



CITY *of* CALABASAS

CITY COUNCIL AGENDA – AMENDED
REGULAR MEETING - WEDNESDAY, MARCH 13, 2013
CITY HALL COUNCIL CHAMBERS
100 CIVIC CENTER WAY, CALABASAS
www.cityofcalabasas.com

THE STARTING TIMES LISTED FOR EACH AGENDA ITEM SHOULD BE CONSIDERED A GUIDELINE ONLY. THE CITY COUNCIL RESERVES THE RIGHT TO ALTER THE ORDER OF DISCUSSION IN ORDER TO RUN AN EFFECTIVE MEETING. IF YOU WISH TO ASSURE YOURSELF OF HEARING A PARTICULAR DISCUSSION, PLEASE ATTEND THE ENTIRE MEETING. YOU MAY SPEAK ON A CLOSED SESSION ITEM PRIOR TO COUNCIL'S DISCUSSION. TO DO SO, PLEASE SUBMIT A SPEAKER CARD TO THE CITY CLERK AT LEAST 5 MINUTES PRIOR TO THE START OF CLOSED SESSION. THE CITY VALUES AND INVITES WRITTEN COMMENTS FROM RESIDENTS ON MATTERS SET FOR COUNCIL CONSIDERATION. IN ORDER TO PROVIDE COUNCILMEMBERS AMPLE TIME TO REVIEW ALL CORRESPONDENCE, PLEASE SUBMIT ANY LETTERS OR EMAILS TO THE CITY CLERK'S OFFICE BEFORE 5:00 P.M. ON THE MONDAY PRIOR TO THE MEETING.

OPENING MATTERS – 7:00 P.M.

Call to Order/Roll Call of Councilmembers
Pledge of Allegiance
Approval of Agenda

ANNOUNCEMENTS/INTRODUCTIONS – 7:05 P.M.

- Presentation of bark from "The Hanging Tree."
- **Sheriff's Crime Report.**

ORAL COMMUNICATIONS - PUBLIC COMMENT – 7:15 P.M.

CONSENT ITEMS – 7:25 P.M.

1. [Approval of meeting minutes from February 27, 2013.](#)
2. [Recommendation to award a three-year professional services agreement to Moss, Levy & Hartzheim, LLP for independent audit services in a not-to exceed amount of \\$74,215.](#)

3. A Resolution of the City Council of the City of Calabasas, California, declaring Saturday, March 23, 2013, 8:30 to 9:30 p.m. to be Earth Hour in the City of Calabasas.
4. Approval of an exception to the hiring freeze to allow for replacement of the Senior Planner position.

NEW BUSINESS – 7:35 P.M.

5. Presentation of the annual housing element progress report.
6. Status update on recently adopted Municipal Storm Water Permit.

INFORMATIONAL REPORTS – 7:55 P.M.

7. Check Register for the period of February 20-27, 2013.

TASK FORCE REPORTS – 8:00 P.M.

CITY MANAGER’S REPORT – 8:05 P.M.

FUTURE AGENDA ITEMS – 8:10 P.M.

ADJOURN – 8:15 P.M.

The City Council will adjourn to their next regular meeting scheduled on Wednesday, March 27, 2013 at 7:00 p.m.

Calabasas Crime Report

March 13, 2013

Calabasas Crime Report

2012

- Homicide – 1
- Rape – 4
- Robbery – 3
- Assault – 5
- Arson – 0
- Grand Theft Auto - 10
- Domestic Violence
 - Felony – 0
 - Misdemeanor - 28

2011

- Homicide – 0
- Rape – 0
- Robbery – 3
- Assault – 5
- Arson – 0
- Grand Theft Auto - 9
- Domestic Violence
 - Felony – 0
 - Misdemeanor - 23

Calabasas Crime Report

2012

- Burglary
 - Residential - 40
 - Business - 14
 - Garage - 6
 - Vehicle (locked) - 37
- Theft
 - Grand (over \$950) - 36
 - Petty - 52
 - Vehicle (unlocked) - 33

2011

- Burglary
 - Residential - 37
 - Business - 25
 - Garage - 13
 - Vehicle (locked) - 54
- Theft
 - Grand (over \$950) - 38
 - Petty - 74
 - Vehicle (unlocked) - 39

Calabasas Crime Report

01/01/13 to 02/28/13

- Homicide – 0
- Rape – 1
- Robbery – 1
- Assault – 0
- Arson – 0
- Grand Theft Auto - 0
- Domestic Violence
 - Felony – 1
 - Misdemeanor - 2

01/01/12 to 02/28/12

- Homicide – 0
- Rape – 1
- Robbery – 0
- Assault – 0
- Arson – 0
- Grand Theft Auto - 1
- Domestic Violence
 - Felony – 0
 - Misdemeanor - 3

Calabasas Crime Report

01/01/13 to 02/28/13

- Burglary
 - Residential - 16
 - Business - 3
 - Garage - 1
 - Vehicle (locked) - 4
- Theft
 - Grand (over \$950) - 3
 - Petty - 14
 - Vehicle (unlocked) - 4

01/01/12 to 02/28/12

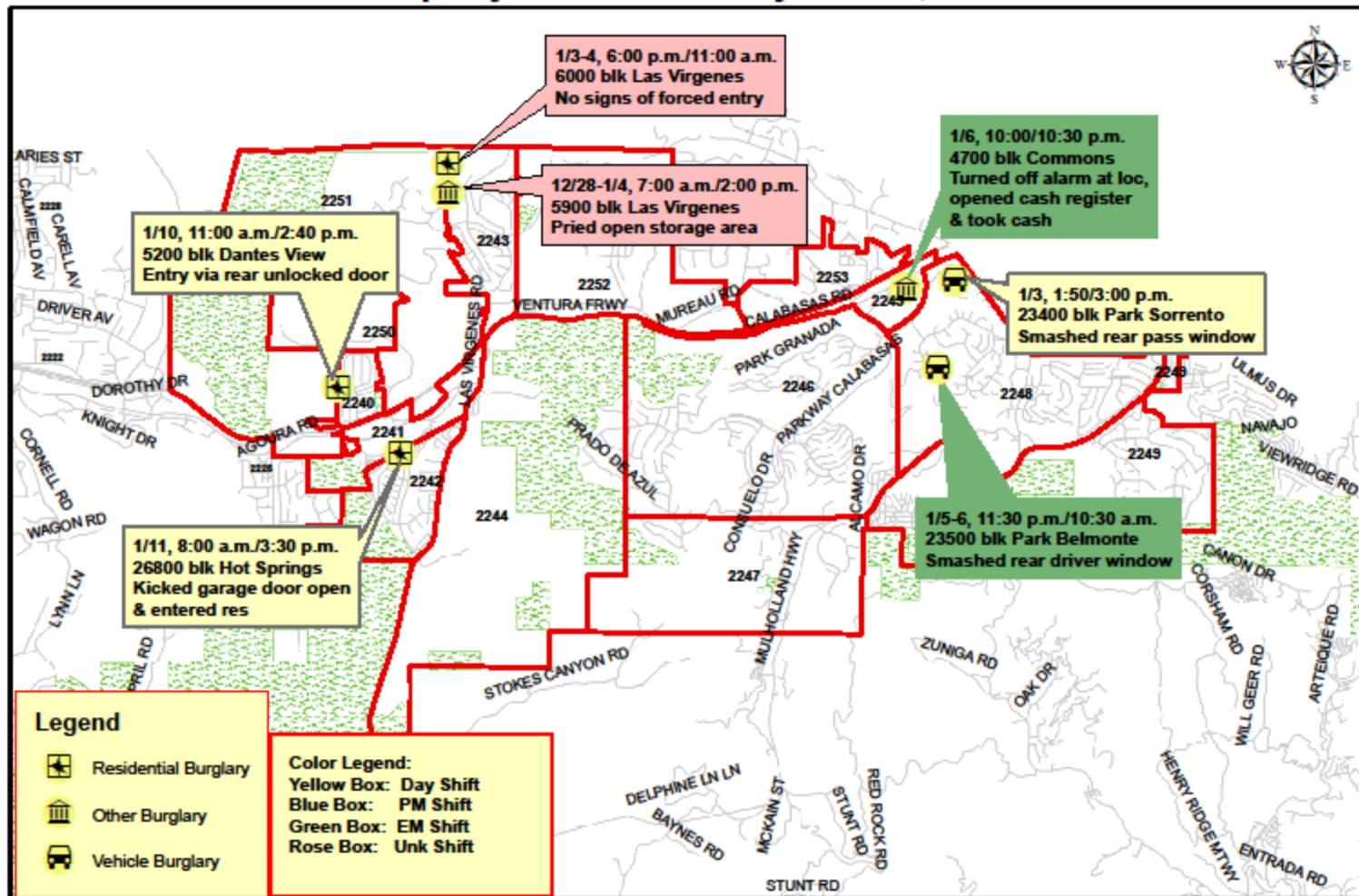
- Burglary
 - Residential - 9
 - Business - 2
 - Garage - 1
 - Vehicle (locked) - 9
- Theft
 - Grand (over \$950) - 5
 - Petty - 5
 - Vehicle (unlocked) - 2



Los Angeles County Sheriff's Department

Malibu/Lost Hills Station: Calabasas

Property Crime - January 1 to 13, 2013



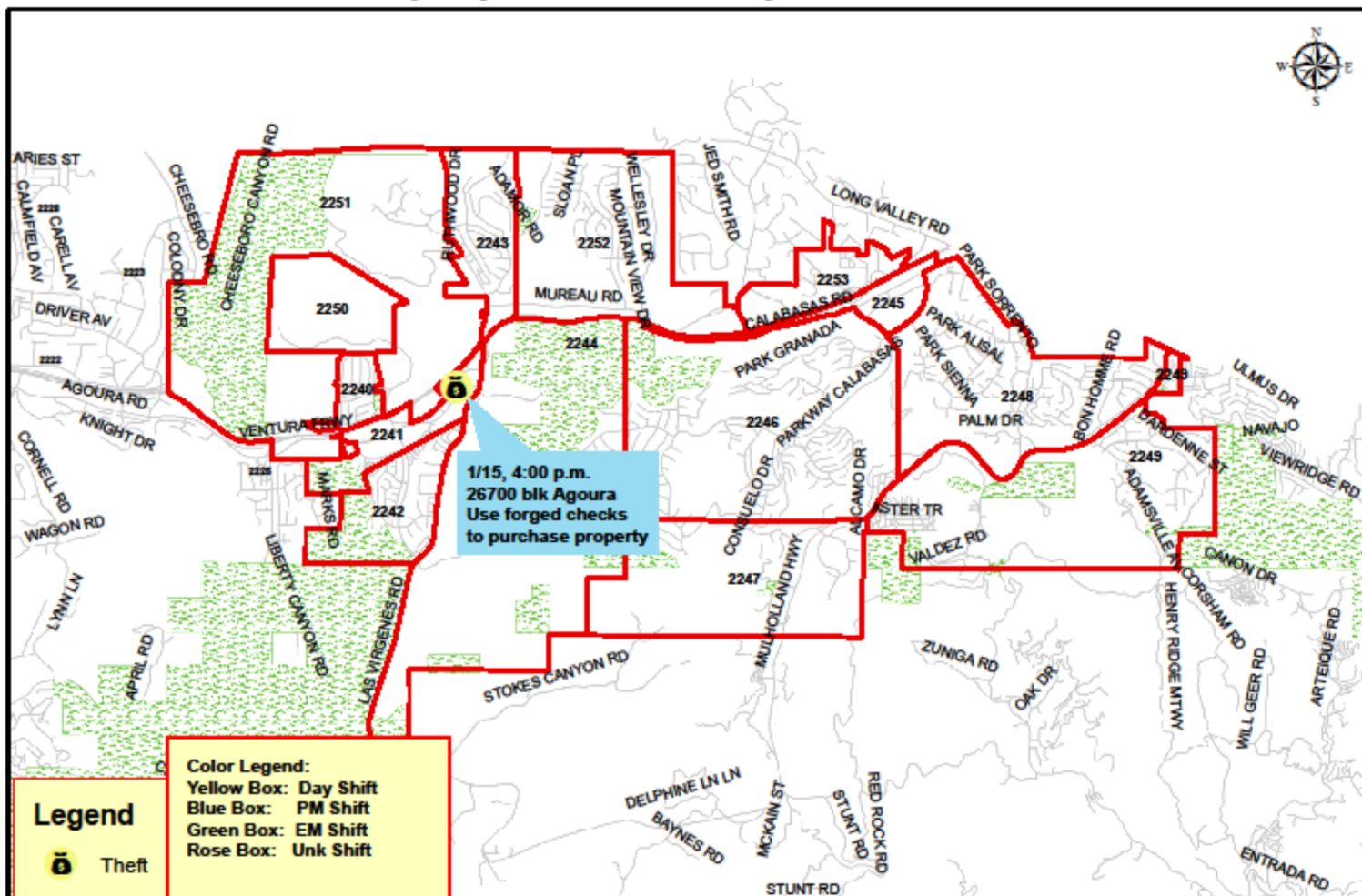
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Los Angeles County Sheriff's Department

Malibu/Lost Hills Station: Calabasas

Property Crime - January 14 to 20, 2013



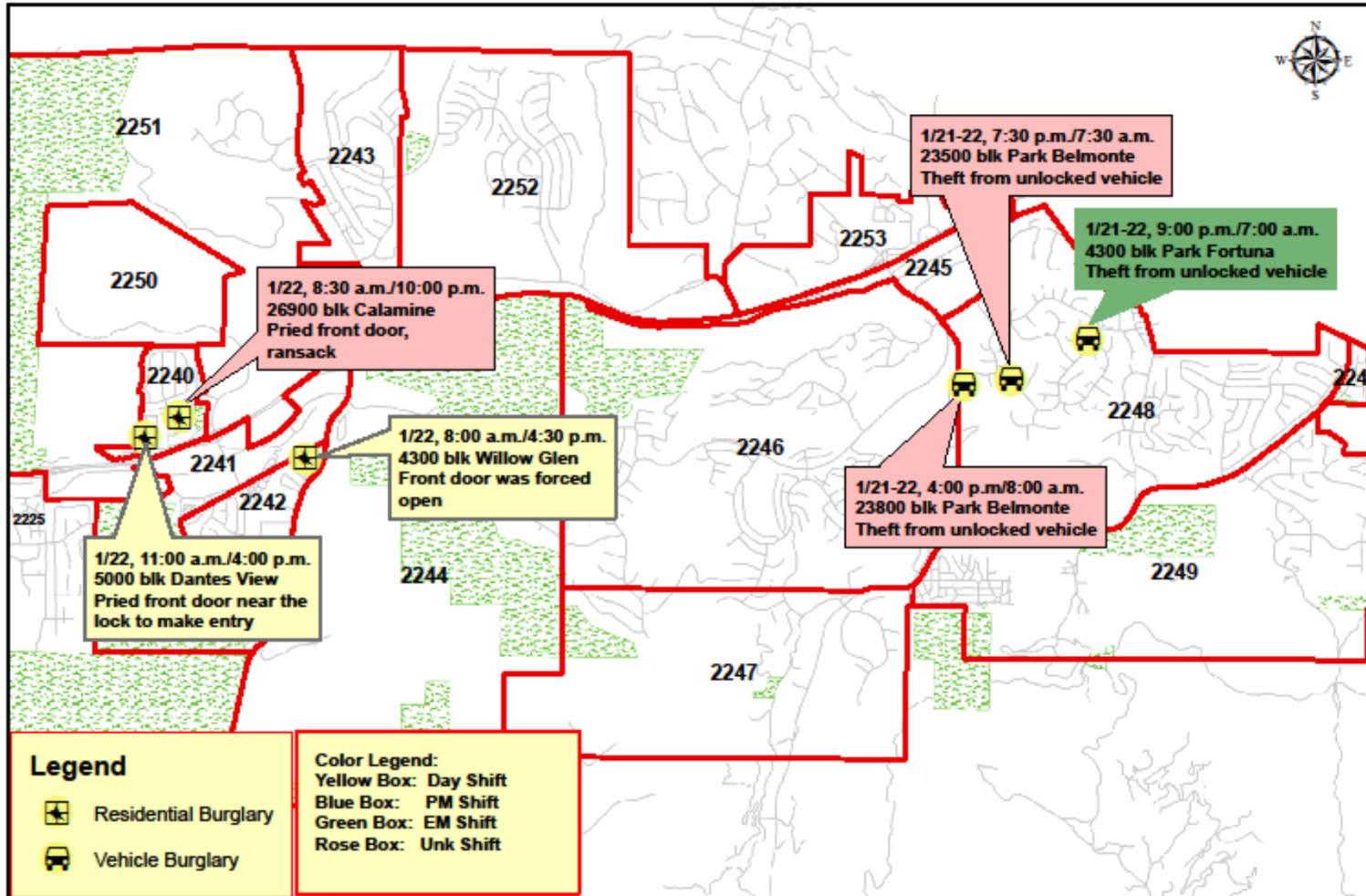
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Los Angeles County Sheriff's Department

Malibu/Lost Hills Station: Calabasas

Property Crime - January 21 to 27, 2013



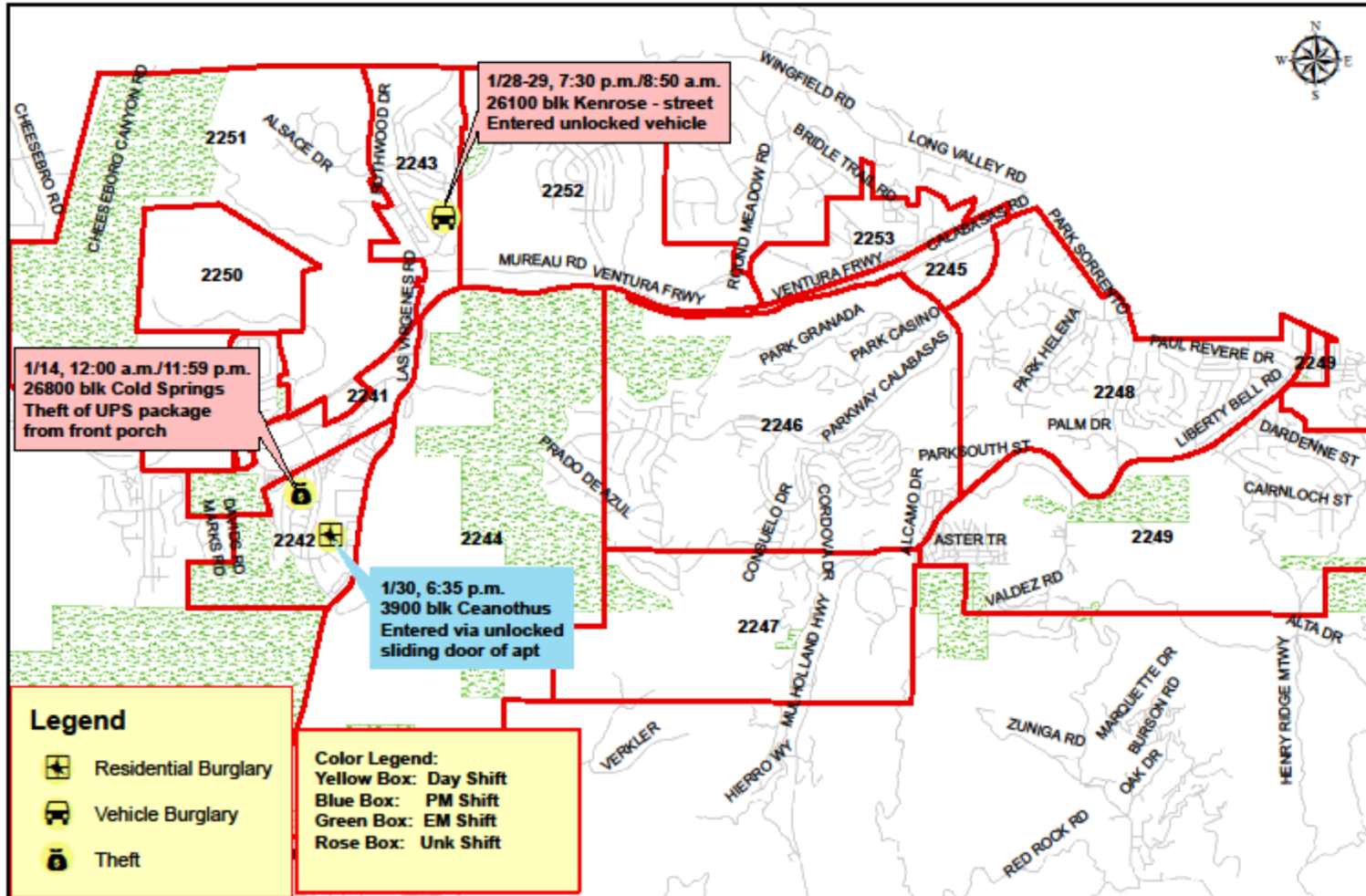
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Los Angeles County Sheriff's Department

Malibu/Lost Hills Station: Calabasas

Property Crime - January 28 to February 3, 2013



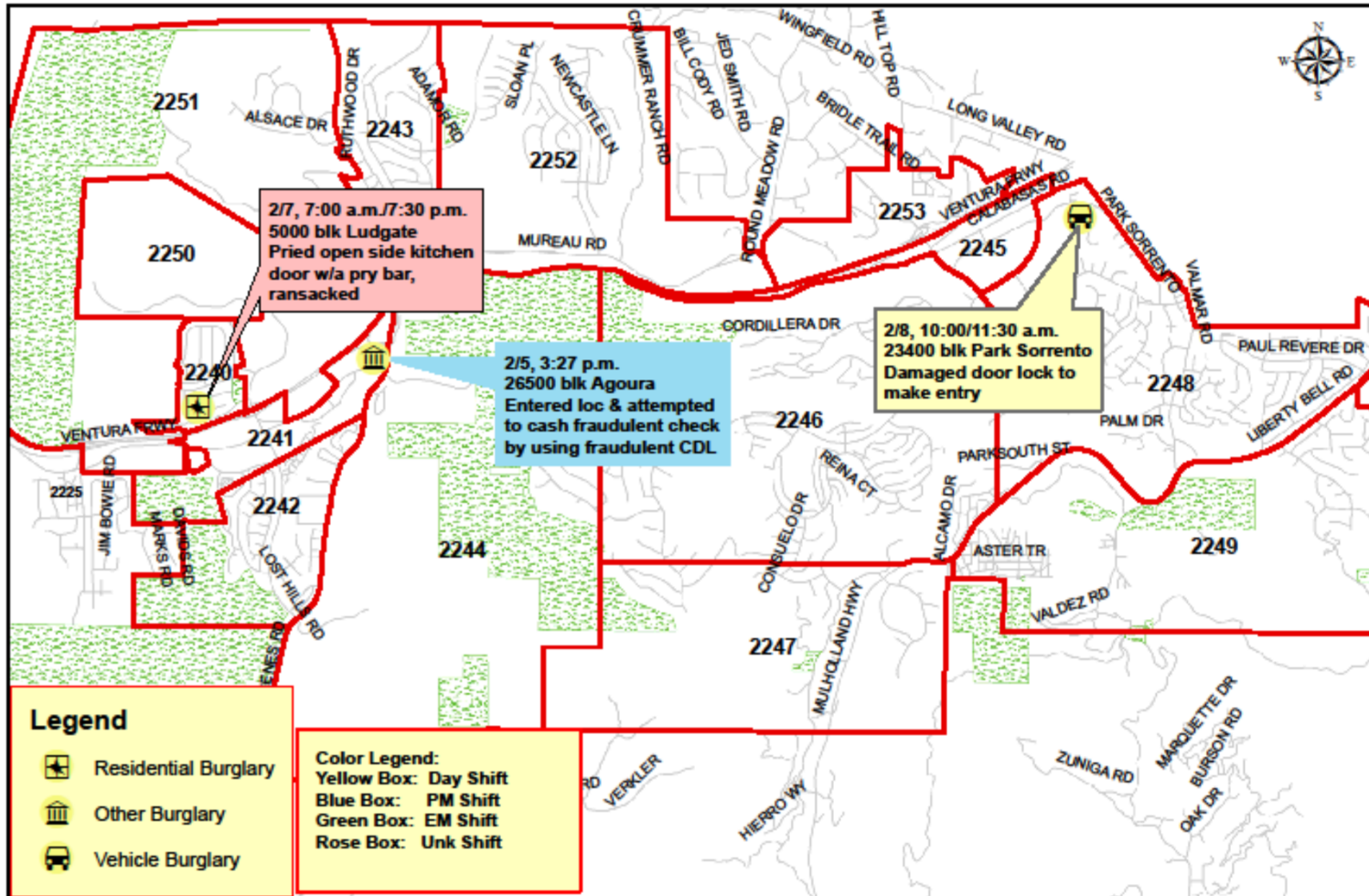
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Los Angeles County Sheriff's Department

Malibu/Lost Hills Station: Calabasas

Property Crime - February 4 to 10, 2013



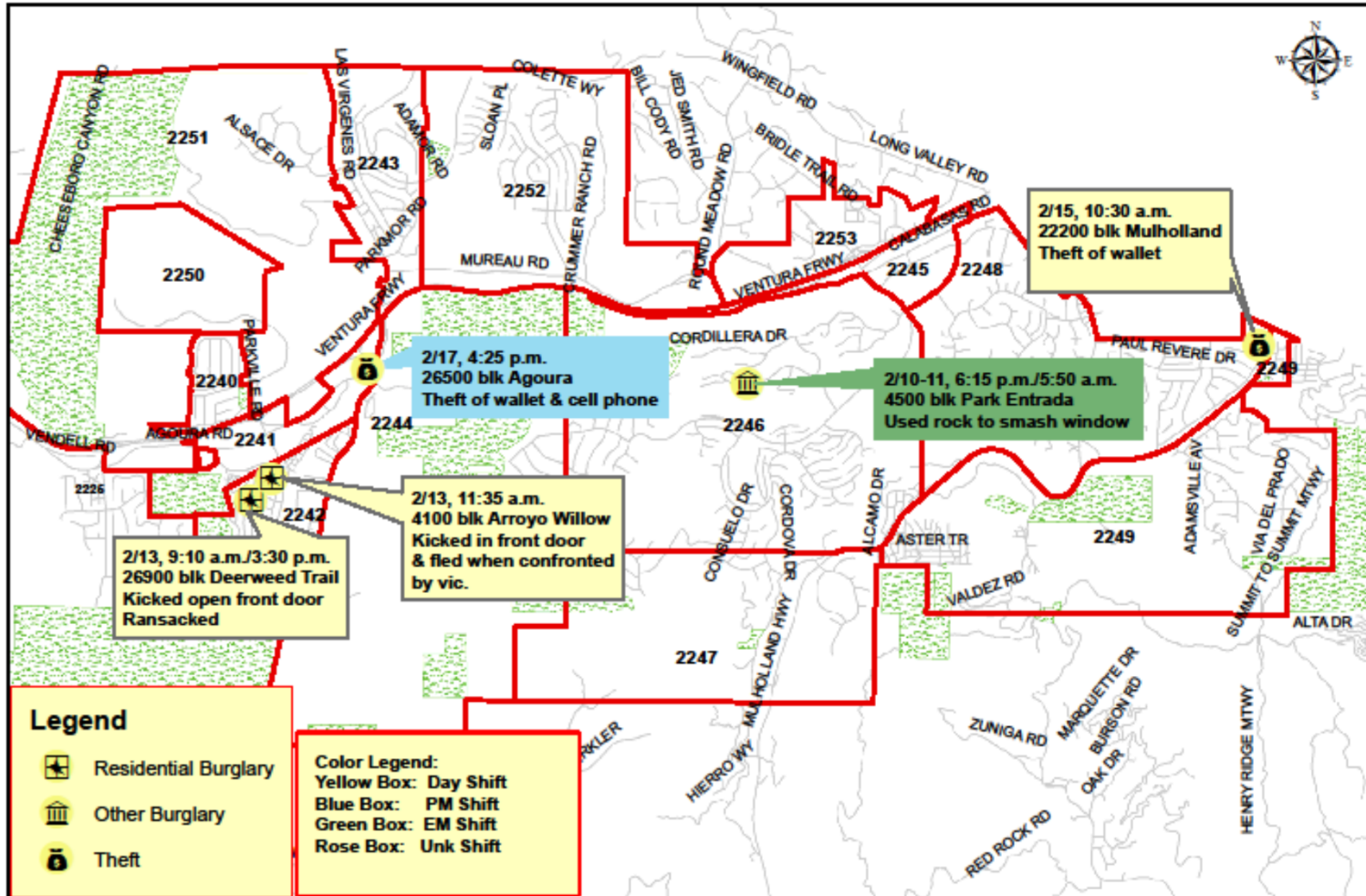
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Los Angeles County Sheriff's Department

Malibu/Lost Hills Station: Calabasas

Property Crime - February 11 to 17, 2013



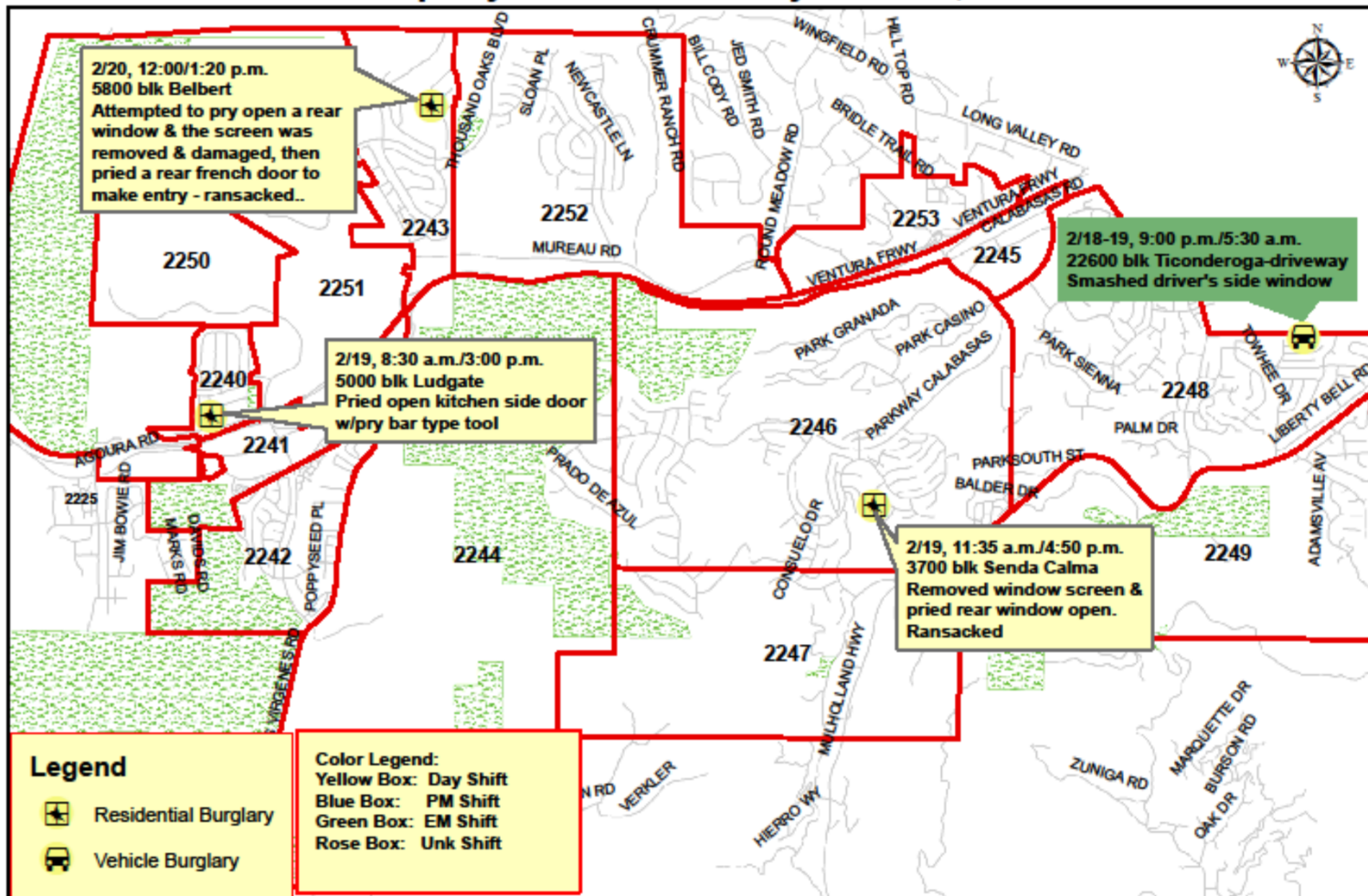
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Los Angeles County Sheriff's Department

Malibu/Lost Hills Station: Calabasas

Property Crime - February 18 to 24, 2013



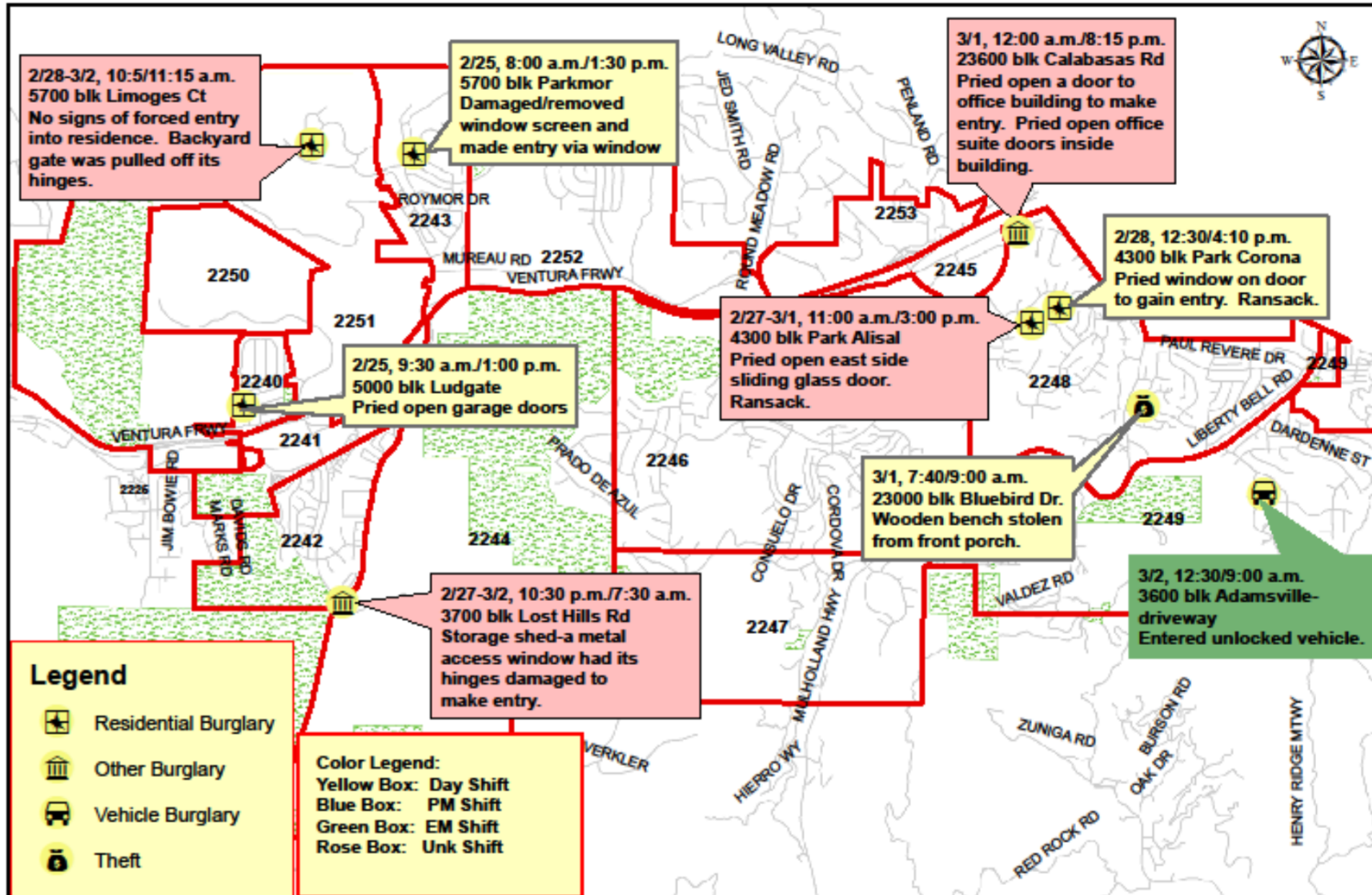
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Los Angeles County Sheriff's Department

Malibu/Lost Hills Station: Calabasas

Property Crime - February 25 to March 3, 2013



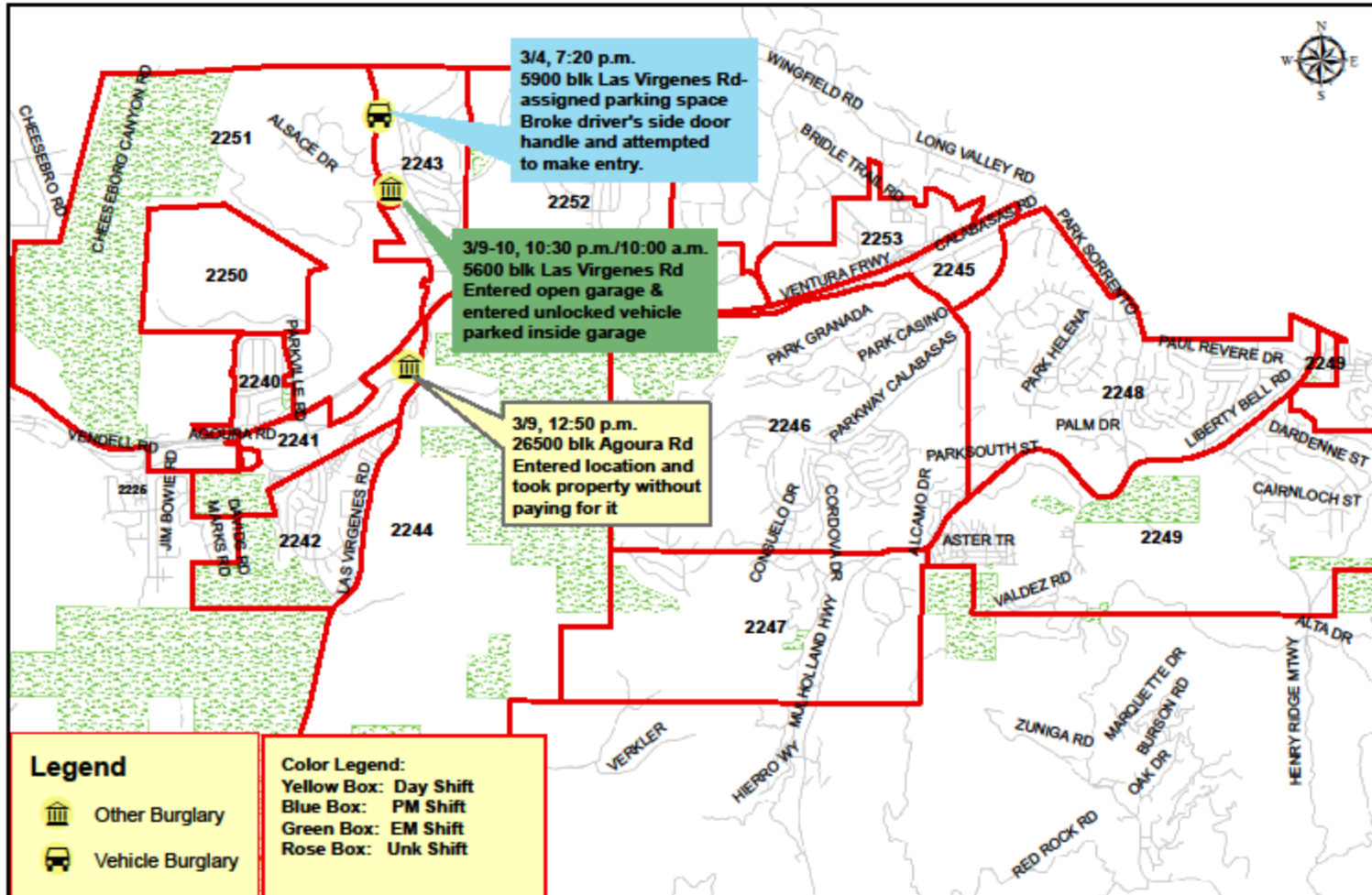
INFORMATION IS TIME SENSITIVE AND SUBJECT TO CHANGE



Los Angeles County Sheriff's Department

Malibu/Lost Hills Station: Calabasas

Property Crime - March 4 to 10, 2013



INFORMATION IS TIME SENSITIVE AND SUBJECT TO CHANGE

Crime Tips

- Be alert
- Report suspicious activity immediately (cars driving slowly through neighborhood, unusual solicitors, etc)
- Lock your car
- Don't leave your keys in your car, even in your garage
- Don't leave valuables in plain view (GPS, packages, shopping bags, etc)
- Lock your doors

Crime Tips

- Malibu/Lost Hills Sheriff Station
 - 818-878-1808
- Crime Stoppers
 - 800-222-TIPS (8477)
 - Web Tips www.lacrimestoppers.com

**MINUTES OF A REGULAR MEETING OF
THE CITY COUNCIL OF THE CITY OF CALABASAS,
CALIFORNIA, HELD WEDNESDAY, FEBRUARY 27, 2013**

Mayor Maurer called the Closed Session portion of the meeting to order at 6:31 p.m. in the City Council Chambers, 100 Civic Center Way, Calabasas, California. All members of the City Council were present.

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL REGARDING EXISTING LITIGATION, pursuant to G.C. 54956.9(a) –
City of Calabasas v. Kwi Hahn et al
Los Angeles Superior Court Case Number: Case No. BC 474429

The Council convened to Open Session at 7:03 p.m.

City Attorney Howard announced that the Council authorized proceeding with a settlement regarding the *City of Calabasas v. Kwi Hahn et al* matter.

ROLL CALL

Present: Mayor Maurer, Mayor pro Tem Gaines, Councilmembers Bozajian, Martin and Shapiro.
Absent: None.
Staff: Ball, Bartlett, Coroalles, Howard, Hernandez, Starns, Tamuri, Yalda.

The Pledge of Allegiance was led by Cub Scouts Pack 333.

APPROVAL OF AGENDA

Councilmember Martin moved, seconded by Councilmember Shapiro to approve the agenda. MOTION CARRIED 5/0.

ANNOUNCEMENTS/INTRODUCTIONS

- Relay for Life award presentation.

Jennifer Bercy with the American Cancer Society presented the Council with an award for the City's participation on the Relay for Life event.

- Recognition of Senior Planner, Geoff Starns for his service to the City.

Mayor Maurer presented Geoff Starns with a plaque in recognition of his years of service. Members of the Council expressed appreciation to Mr. Starns and

wished him well. Historic Preservation Commissioners Keith Marks and Judy Jordan extended appreciation to Mr. Starns.

Councilmember Shapiro congratulated the Calabasas High School Girls' Basketball Team on their participation in the CIF finals. He also announced the Community Health Expo on April 13 at the Agoura/Calabasas Community Center.

Mayor pro Tem Gaines reminded residents to vote on Election Day, March 5. He extended an invitation to a candidate forum/Chamber of Commerce Mixer on February 28, at Salt Restaurant, at 5:30 p.m.

Councilmember Bozajian announced the annual St. Patrick's Day Open House at the Agoura/Calabasas Community Center, on March 16.

ORAL COMMUNICATIONS - PUBLIC COMMENT

Keith Marks and Richard Sherman spoke during public comments.

CONSENT ITEMS

1. Approval of meeting minutes from February 13, 2013.
2. Recommendation to award a three-year professional services agreement to Venco Western, Inc. for landscape maintenance of City parks within the City of Calabasas.
3. Recommendation to renew a professional services agreement with Little Learners, LLC, for the operation of after school and seasonal camp programs.
4. Recommendation to approve a Change Order to All American Asphalt for extra work as part of Specification No. 12-13-12, 2012 Mulholland Highway Overlay Project and appropriate additional funding for material testing services to BTC Labs. – Vertical V for the extra work.
5. Approval of second amendment to cost sharing agreement for the Malibu Creek Watershed Bacteria T.M.D.L. Coordinated Monitoring Plan.

Councilmember Martin requested Item No. 2 be pulled for separate discussion.

Councilmember Shapiro moved, seconded by Councilmember Bozajian to approve Consent Items No. 1, 3, 4 and 5. MOTION carried 5/0.

After further discussion Councilmember Shapiro moved, seconded by Councilmember Bozajian to approve Consent Item No. 2. MOTION carried 5/0.

NEW BUSINESS

6. Las Virgenes – Malibu Council of Governments Update.

Mr. Terry Dipple, Executive Director of the Las Virgenes/Malibu Council of Governments presented an update to the Council

7. Presentation on Solid Waste Policy option, exclusive vs. non-exclusive service.

David Davis, MSW Consultants provided a presentation.

Chuck Jelloian and Tim Fry spoke on this item.

After extensive discussion, the Council provided direction to staff to proceed with the following:

- Exclusive service.
- Return to the Council with a discussion on terms and number of contracts.

INFORMATIONAL REPORTS

8. Check Register for the period of February 6-13, 2013.

No action was taken on this item.

TASK FORCE REPORTS

Councilmember Shapiro reported on the latest meeting of the Senior Task Force and said that progress continues on the Senior Center.

Councilmember Martin reported on the latest meeting of the School Area Safety Task Force.

Mayor Maurer reported on her attendance to the Santa Monica Mountains Conservancy meeting. She said that a proposal for several houses on Mulholland Hwy. was on the agenda.

CITY MANAGER'S REPORT

Mr. Coroalles made the following announcements:

- Lt. Waird will be providing monthly reports to the Council pertaining to activities in different areas of the City.
- Five individuals will be interviewed for the Station Captain position.

- Crossing flags were placed at the intersection in Old Calabasas to allow residents to cross the street safely.
- Met with the Board of Las Villas regarding a traffic mitigation plan on Park Sorrento.
- Met with Andy Leff from Saratoga Ranch regarding a landscaping issue.
- Submitted an application for the City for American in Bloom competition.

FUTURE AGENDA ITEMS

Mayor pro Tem Gaines requested a Development Code discussion be placed on a future agenda.

Councilmember Bozajian requested a survey of City streets to determine homes that have curb street numbers missing.

ADJOURN

The meeting adjourned at 9:05 p.m. to their next regular meeting scheduled on Wednesday, March 13, 2013 at 7:00 p.m.

Maricela Hernandez, MMC
City Clerk



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: MARCH 4, 2013

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: DR. GARY J. LYSIK, CHIEF FINANCIAL OFFICER *Gary J. Lysik*
LESLEY PELKA, CPA, FINANCIAL ANALYST

SUBJECT: RECOMMENDATION TO AWARD A THREE-YEAR PROFESSIONAL SERVICES AGREEMENT TO MOSS, LEVY & HARTZHEIM, LLP FOR INDEPENDENT AUDIT SERVICES IN A NOT-TO-EXCEED AMOUNT OF \$74,215.

MEETING DATE: MARCH 13, 2013

SUMMARY RECOMMENDATION:

Approve the recommendation to award a three-year contract to Moss, Levy & Hartzheim, LLP for independent audit services in a not-to-exceed amount of \$74,215, or approximately \$24,738 per year.

BACKGROUND:

In 2004, after an extensive search effort, the City awarded a contract to Moss, Levy & Hartzheim to perform its annual audit functions. Moss, Levy & Hartzheim was awarded the contract based on the following:

1. Lowest fees of the 8 firms reviewed,
2. 26 years of experience performing local government audits,
3. A field office located in nearby Culver City, and
4. A sound reputation for auditing excellence.

During the past several years of having worked with Moss, Levy & Hartzheim, the Chief Financial Officer of the City has been impressed with their professionalism, knowledge in the area of public accounting, and willingness to assist with all types of financial matters. As such, the CFO requested a proposal for continued auditing services from Moss, Levy & Hartzheim.

DISCUSSION/ANALYSIS:

The amount charged by Moss, Levy & Hartzheim to perform the City’s annual audit functions, including the preparation of the Single Audit Report and the State Controller’s Report totaled \$26,500 for FY 2011/12. The breakdown of these charges and a three-year proposed fee schedule are provided below:

*Table:
Fee schedule.*

Description of Tasks	Actuals	----- PROPOSED FEE SCHEDULE -----			
	FY2011/12	FY2012/13	FY2013/14	FY2014/15	3-yr Total
Annual audit & financial reports	\$19,950	\$18,000	\$18,360	\$18,727	\$55,087
Single audit	4,050	3,750	3,825	3,902	11,477
State Controller’s Report	2,500	2,500	2,550	2,601	7,651
Total	\$26,500	\$24,250	\$24,735	\$25,230	\$74,215

For comparison purposes, the Finance department requested bid proposals from several firms who do audit work for neighboring cities, and only one firm was responsive, and their bid was for \$35,000 for the first year.

Moss, Levy & Hartzheim’s proposed fee schedule for like work (excluding the State Controller’s Report) for FY2012/13 of \$21,750 is significantly below the proposal received from Van Lant & Fankhanel, LLP. The proposed fee and the quality of the service provided by Moss, Levy & Hartzheim since 2005 makes them the most reasonable choice for continued auditing services for the City of Calabasas.

FISCAL IMPACT/SOURCE OF FUNDING:

In accordance with the proposal submitted by Moss, Levy & Hartzheim dated February 7, 2013 the City of Calabasas will be charged a total of \$74,215 over the next three years to perform the City’s auditing functions and certain report generation. This expense will be booked against the Finance Department’s contractual services account number 10-151-5252-00 and the annual budgets will reflect the total amounts indicated in the Fee Schedule Table above.

REQUESTED ACTION:

Given that the quality of work provided by Moss, Levy & Hartzheim was considered to be exceptional, the City is requesting approval of a Professional Services Agreement with Moss, Levy & Hartzheim (attached) for fiscal years 2012-13, 2013-14 and 2014-15 for a total amount not-to-exceed \$74,215 for the scope-of-work identified in the Moss, Levy & Hartzheim proposal dated February 7, 2013.

ATTACHMENTS:

Professional Services Agreement - Moss, Levy & Hartzheim

**PROFESSIONAL SERVICES AGREEMENT
(City of Calabasas / Moss Levy & Hartzheim, LLP)**

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and Moss Levy & Hartzheim, LLP, a limited liability company (“Consultant”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: **Independent Auditing Services.**
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s February 7, 2013 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s February 7, 2013 fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: May 1, 2013.
- 3.4 “Expiration Date”: April 30, 2016.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 (“Termination”) below.

5. CONSULTANT’S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding

increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of **Seventy Four Thousand Two Hundred Fifteen Dollars (\$74,215.00)** unless specifically approved in advance and in writing by City.

- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Craig Hartzheim, Partner**, shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.

7. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

8. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

9. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

10. INDEMNIFICATION

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.
- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of

Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

- 10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
 - 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
 - 11.1.3 Worker's Compensation insurance as required by the laws of the State of California.
 - 11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out

the necessary insurance and pay, at Consultant's expense, the premium thereon.

- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

- 12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 12.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

13. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

14. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

15. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:

City of Calabasas
100 Civic Center Way
Calabasas, CA 91302
Attn: Dr. Gary J. Lysik, CFO
Telephone: (818) 224-1600
Facsimile: (818) 225-7324

If to Consultant:

Moss Levy & Hartzheim, LLP
9701 Wilshire Blvd., Suite 400
Beverly Hills, CA 90210
Attn: Craig Hartzheim, Partner
Telephone: (310) 273-2745
Facsimile: (310) 670-1689

With courtesy copy to:

Scott H. Howard, City Attorney
Colantuono & Levin, PC
300 South Grand Avenue, Suite 2700
Los Angeles, CA 90071-3137
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

16. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

17. TERMINATION

17.1. City shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

17.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

18. GENERAL PROVISIONS

18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.

18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.
- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”
City of Calabasas

“Consultant”
Moss Levy & Hartzheim, LLP

By: _____
Fred Gaines, Mayor

By: _____
Craig Hartzheim, Partner

Date: _____

Date: _____

By: _____
Hadley Hui, Partner

Date: _____

Attest:

By: _____
Maricela Hernandez, MMC
City Clerk

Date: _____

Approved as to form:

By: _____
Scott H. Howard, City Attorney

Date: _____

EXHIBIT A
SCOPE OF WORK

EXHIBIT B
APPROVED FEE SCHEDULE



MOSS, LEVY & HARTZHEIM LLP

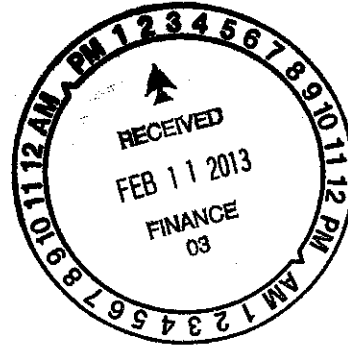
CERTIFIED PUBLIC ACCOUNTANTS

PARTNERS

RONALD A LEVY, CPA
CRAIG A HARTZHEIM, CPA
HADLEY Y HUI, CPA

COMMERCIAL ACCOUNTING & TAX SERVICES
9107 WILSHIRE BLVD. SUITE 500
BEVERLY HILLS, CA 90210
TEL: 310.273.2745
FAX: 310.670.1689
www.mlhcpas.com

GOVERNMENTAL AUDIT SERVICES
5800 HANNUM, SUITE E
CULVER CITY, CA 90230
TEL: 310.670.2745
FAX: 310.670.1689
www.mlhcpas.com



February 7, 2012

Dr. Gary J. Lysik
Chief Financial Officer
City of Calabasas
100 Civic Center Way
Calabasas, California 91302

Dear Gary,

Attached is our cost proposal for audit and other services for future years in a format similar to the prior proposals.

There is a modest two percent increasing each year and some numbers have minor roundings.

If there are questions please let us know.

Thank you for this opportunity,

Craig Hartzheim, Partner

CITY OF CALABASAS
DOLLAR COST PROPOSAL

For the Fiscal Year Ending June 30, 2013, 2014, 2015
(Optional Fiscal Years Ending June 30, 2016 and 2017)

Submitted by:

Moss, Levy & Hartzheim
5800 Hannum Ave., Suite E
Culver City, CA 90230
Phone: (310) 670-2745
Fax: (310) 273-1689

Submitted on:

February 5, 2014

Contact Person:

Craig A. Hartzheim, CPA: Partner

CITY OF CALABASAS
AUDITING SERVICES

FEE STRUCTURE

Compensation:

1. Total All-inclusive Maximum Price (See following schedules for breakdown of costs)

The annual fee for each of the years in this proposal shall not exceed the following:

	2013	2014	2015	Optional Years	
				2016	2017
Audit and Comprehensive Annual Financial Report	\$ 18,000	\$ 18,360	\$ 18,727	\$ 19,102	\$ 19,484
Single Audit	3,750	3,825	3,902	3,980	4,059
State Controller Report	2,500	2,550	2,601	2,653	2,706
Total All-Inclusive Maximum Fee Per Year	<u>\$ 24,250</u>	<u>\$ 24,735</u>	<u>\$ 25,230</u>	<u>\$ 25,735</u>	<u>\$ 26,249</u>

This proposal is a firm and irrevocable offer until June 30, 2013.

FIRM SUBMITTING PROPOSAL:

Moss, Levy & Hartzheim, LLP
5800 Hannum, Suite, E
Culver City, CA 90230
(310) 670-2745



Signature of Authorized Representative

Craig A. Hartzheim, CPA

Name of Authorized Representative

Partner

Title

February 7, 2013

Date

1. **All out-of-pocket expenses are included in the fee. No costs will be passed on to the City.**
2. Above fee includes all services for auditing.

Under penalties of perjury, I declare that I am entitled to represent the firm, empowered to submit the bids, and I am an authorized signer. There are no and have never been any financial interests between any officials or employees of the City of Calabasas and Moss, Levy & Hartzheim, LLP

Respectfully submitted,
Moss, Levy & Hartzheim, LLP



Craig A. Hartzheim, CPA
Partner

CITY OF CALABASAS

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES
FOR THE AUDIT OF THE FY 2012-2013 THROUGH FY 2016-2017
COMPREHENSIVE ANNUAL FINANCIAL REPORT
OF THE CITY OF CALABASAS

	<u>Hours</u>	<u>Hourly Rates</u>	<u>Total 2013</u>
Partner/Technical Partner	28	\$ 130	\$ 3,640
Manager	51	94	4,794
Senior	85	62	5,270
Staff	74	42	3,108
Other (specify)			
Clerical	<u>45</u>	<u>27</u>	<u>1,215</u>
Subtotal - Rounded	<u><u>283</u></u>		18,000
Total for services			
Total for single audit services: Detail on following pages.			3,750
Total for state controller report Detail on following pages.			2,500
Out-of-pocket expenses:			
Meals and lodging			N/A
Transportation			N/A
Other (specify):			<u>N/A</u>
Total all-inclusive maximum price:			<u><u>\$ 24,250</u></u>

Fees are subject to a 2% increase annually

CITY OF CALABASAS

**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR THE AUDIT OF
THE FY 2012-2013 THROUGH FY 2016-2017 FINANCIAL STATEMENTS:
COMBINING SCHEDULE – ALL SERVICES DESCRIBED IN RFP SECTION II E**

<u>Nature of Service To Be Provided</u>	<u>Total Price</u>	<u>Schedule</u>
Single Audit	<u>\$ 3,750</u>	pg. 3
State Controller Report	<u>\$ 2,500</u>	pg. 3

CITY OF CALABASAS
SCHEDULE OF PROFESSIONAL FEES AND EXPENSES
SUPPORTING SCHEDULE FOR SINGLE AUDIT SERVICES

	<u>Hours</u>	<u>Hourly Rates</u>	<u>Total 2013</u>
Partner/Technical Partner	5	\$ 130	\$ 650
Manager	9	94	846
Supervisory Staff	17	62	1,054
Staff	21	42	882
Other (specify): Clerical	<u>12</u>	<u>26</u>	<u>312</u>
Total: Rounded	<u><u>64</u></u>		<u><u>\$ 3,750</u></u>

Fees are subject to a 2% increase annually

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES
SUPPORTING SCHEDULE FOR STATE CONTROLLER REPORT

	<u>Hours</u>	<u>Hourly Rates</u>	<u>Total 2007</u>
Partner/Technical Partner	3	\$ 130	\$ 390
Manager	8	94	752
Senior	9	62	558
Staff	17	42	714
Other (specify): Clerical	<u>4</u>	<u>26</u>	<u>104</u>
Total: Rounded	<u><u>41</u></u>		<u><u>\$ 2,500</u></u>

Fees are subject to a 2% increase annually

CITY OF CALABASAS
SCHEDULE OF PROFESSIONAL FEES AND EXPENSES

RATES FOR ADDITIONAL PROFESSIONAL SERVICES AND MANNER OF PAYMENT

Rates per hour for other services requested:

	<u>STANDARD HOURLY RATES</u>	<u>QUOTED HOURLY RATES</u>
A. Partner	\$ 146	\$ 130
B. Manager	114	94
C. Supervisory Staff	83	62
D. Staff	62	42
E. Clerical	42	26

Progress payments will be made on the basis of hours of work completed during the course of the engagement in accordance with the firm's proposal. Interim billings shall cover a period of not less than one calendar month. Ten percent (10%) will be withheld from each billing pending delivery of the firm's final reports.



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: MARCH 1, 2013

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: TONY COROALLES, CITY MANAGER 

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, DECLARING SATURDAY, MARCH 23, 2013, 8:30 TO 9:30 P.M. TO BE EARTH HOUR IN THE CITY OF CALABASAS.

MEETING

DATE: MARCH 13, 2013

SUMMARY RECOMMENDATION:

At the request of Mayor Maurer, this item is being presented for potential participation.

BACKGROUND:

In 1961, a limited number of organizations around the world—such as the International Union for the Conservation of Nature and Natural Resources (IUCN) and The Conservation Foundation—were trying to meet conservation needs, but were desperately short of funds.

The first call for broad support was the Morges Manifesto, signed in 1961 by 16 of the world's leading conservationists, including biologist and African wildlife enthusiast Sir Julian Huxley, IUCN vice president Sir Peter Scott and director-general of the British Nature Conservancy E. M. Nicholson. The Morges Manifesto stated that while the expertise to protect the world environment existed, the financial support to achieve this protection did not. The decision was made to establish World Wildlife Fund as an international fundraising organization to work in

collaboration with existing conservation groups and bring substantial financial support to the conservation movement on a worldwide scale.

Earth Hour is a simple idea that quickly turned into a global phenomenon. Hundreds of millions of people around the world turn off their lights for one hour on the same night, to focus on the one thing that unites us all—our planet.

REQUESTED ACTION:

Approve City Council Resolution No. 2013-1363 declaring March 23, 2013, 8:30 to 9:30 p.m. as **Earth Hour**.

ATTACHMENTS:

- Letters of support from several residents.
- Resolution No. 2013-1363.

Maricela Hernandez

Subject: FW: Calabasas, turn off your lights for Earth Hour on March 23rd

From: Athena Clevenger <xylus77@gmail.com>

Date: February 23, 2013, 15:16:20 PST

To: <tcoroalles@cityofcalabasas.com>

Subject: Calabasas, turn off your lights for Earth Hour on March 23rd

Reply-To: Athena Clevenger <xylus77@gmail.com>

Feb 23, 2013

Mr. Tony Coroalles
100 Civic Center Way
Calabasas, CA 91302

Dear Mr. Coroalles,

On Saturday, March 23rd at 8:30 p.m., thousands of cities around the world will go dark for one hour during Earth Hour, WWF's annual campaign that raises awareness on environmental challenges we all face such as climate change.

As a resident of Calabasas, I am turning out my lights and I urge our community to take part in Earth Hour. Here's how:

1. Turn off all non-essential lights in and around our government buildings
2. Promote the event and encourage landmarks and businesses in our community to join in.

Participating for one hour during Earth Hour is only the first step. In addition to that symbolic event, our city can gain recognition for its efforts on climate change through the Earth Hour City Challenge.

Our towns and cities are already facing the staggering costs of weather driven to extremes by climate change, and the resulting power outages, flooded roadways, shuttered businesses, and damaged homes are becoming more and more frequent. Many cities across America understand these risks and are taking practical measures to prepare. Our city must do the same.

With this letter I challenge our city to first take part in Earth Hour and then to participate in WWF's Earth Hour City Challenge! I hope you help protect my family and fellow residents by preparing for the increasingly extreme weather our community faces. Learn more at <http://worldwildlife.org/earthhour>.

Sincerely,

Miss Athena Clevenger
4201 Las Virgenes Rd
Calabasas, CA 91302-2952

Maricela Hernandez

Subject: FW: Calabasas, turn off your lights for Earth Hour on March 23rd

From: Diana Horowitz <tupug@aol.com>

Date: February 23, 2013, 11:16:14 PST

To: <tcoroalles@cityofcalabasas.com>

Subject: Calabasas, turn off your lights for Earth Hour on March 23rd

Reply-To: Diana Horowitz <tupug@aol.com>

Feb 23, 2013

Mr. Tony Coroalles
100 Civic Center Way
Calabasas, CA 91302

Dear Mr. Coroalles,

On Saturday, March 23, at 8:30 p.m., thousands of cities around the world will go dark for one hour during Earth Hour, WWF's annual campaign to raise awareness of the environmental challenges we all face, such as climate change.

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Sincerely,

Ms. Diana Horowitz
5684 Ruthwood Dr
Calabasas, CA 91302-1047

Maricela Hernandez

Subject: FW: Calabasas, turn off your lights for Earth Hour on March 23rd

From: Elise Dragu <elisedragu@yahoo.com>

Date: February 21, 2013, 18:38:41 PST

To: <tcoroalles@cityofcalabasas.com>

Subject: Calabasas, turn off your lights for Earth Hour on March 23rd

Reply-To: Elise Dragu <elisedragu@yahoo.com>

Feb 21, 2013

Mr. Tony Coroalles
100 Civic Center Way
Calabasas, CA 91302

Dear Mr. Coroalles,

On Saturday, March 23, at 8:30 p.m., thousands of cities around the world will go dark for one hour during Earth Hour, WWF's annual campaign to raise awareness of the environmental challenges we all face, such as climate change.

As a resident of Calabasas, I am turning out my lights and I urge our community to take part in Earth Hour. Here's how:

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With this letter I challenge our city to first take part in Earth Hour and then to participate in WWF's Earth Hour City Challenge! I hope you help protect my family and fellow residents by preparing for the increasingly extreme weather our community faces. Learn more at <http://worldwildlife.org/earthhour>.

Sincerely,

Ms. Elise Dragu
26239 Hatmor Dr
Calabasas, CA 91302-1023

Maricela Hernandez

Subject: FW: Calabasas , turn off your lights for Earth Hour on March 23rd

From: Stacey Amshel <babalu23@aol.com>

Date: February 21, 2013, 13:08:06 PST

To: <tcoroalles@cityofcalabasas.com>

Subject: Calabasas , turn off your lights for Earth Hour on March 23rd

Reply-To: Stacey Amshel <babalu23@aol.com>

Feb 21, 2013

Mr. Tony Coroalles
100 Civic Center Way
Calabasas, CA 91302

Dear Mr. Coroalles,

On Saturday, March 23rd at 8:30 p.m., thousands of cities around the world will go dark for one hour during Earth Hour, WWF's annual campaign that raises awareness on environmental challenges we all face such as climate change.

As a resident of Calabasas , I am turning out my lights and I urge our community to take part in Earth Hour. Here's how:

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With this letter I challenge our city to first take part in Earth Hour and then to participate in WWF's Earth Hour City Challenge! I hope you help protect my family and fellow residents by preparing for the increasingly extreme weather our community faces. Learn more at <http://worldwildlife.org/earthhour>.

Sincerely,

Ms. Stacey Amshel
5810 Las Virgenes Rd
Calabasas, CA 91302-2642

Maricela Hernandez

Subject: FW: Calabasas, turn off your lights for Earth Hour on March 23rd

From: Tracey Arnold <tlearnold@sbcglobal.net>

Date: February 21, 2013, 8:37:12 PST

To: <tcoroalles@cityofcalabasas.com>

Subject: Calabasas, turn off your lights for Earth Hour on March 23rd

Reply-To: Tracey Arnold <tlearnold@sbcglobal.net>

Feb 21, 2013

Mr. Tony Coroalles
100 Civic Center Way
Calabasas, CA 91302

Dear Mr. Coroalles,

On Saturday, March 23, at 8:30 p.m., thousands of cities around the world will go dark for one hour during Earth Hour, WWF's annual campaign to raise awareness of the environmental challenges we all face, such as climate change.

As a resident of Calabasas, I am turning out my lights and I urge our community to take part in Earth Hour. Here's how:

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Sincerely,

Mrs. Tracey Arnold
4235 Pickney Dr
Calabasas, CA 91302-4819
(818) 223-8563

RESOLUTION NO. 2013-1363**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, DECLARING SATURDAY, MARCH 23, 2013, AT 8:30 TO 9:30 P.M. TO BE EARTH HOUR IN THE CITY OF CALABASAS.**

WHEREAS, March 23, 2013, 8:30 to 9:30 p.m. has been designated as **Earth Hour** by the World Wildlife Fund as a reminder that, by working together, people can make a positive impact in the fight against climate change; and

WHEREAS, in past **Earth Hour** events, more than 135 countries, over 5,000 towns and cities, representing hundreds of millions of people world-wide, have turned off their lights for 60 minutes to raise awareness and demonstrate commitment to addressing climate change, making **Earth Hour** the largest voluntary action for the environment; and

WHEREAS, more than one-third of Greenhouse Gas emissions comes from electricity - making it vitally important to decrease our reliance on electricity and non-essential lighting; and

WHEREAS, throughout the world **Earth Hour** celebrations can be observed by dimmed lights at the Sydney Opera House, Beijing's Forbidden City, the world's tallest building in Taipei, Taiwan, the Kremlin, the Pyramids in Egypt, Capetown's Table Mountain, the Coliseum, the Eiffel Tower, Big Ben, Christ the Redeemer Statue in Brazil, the Statue of Liberty, the Empire State Building and the Golden Gate Bridge; and

WHEREAS, the City of Calabasas is a participant by promoting this event on CTV, enews and on the City's website. In addition, the City has a policy in place to keep all lights out in its facilities, other than lighting for security purposes, when no one is in the buildings;

NOW, THEREFORE, BE IT RESOLVED, that the Calabasas City Council, hereby proclaims, March 23, 2013, from 8:30 to 9:30 p.m. as **Earth Hour** in the City of Calabasas and calls upon all Calabasas residents and businesses to turn off nonessential lights for **Earth Hour** and join in supporting the aims and goals of this local and international effort; and

RESOLVED, that the Calabasas City Council and Mayor strongly encourages all of its units of government, residents, businesses, non-profit organizations, and houses of worship to turn off all non-essential lights March 23, 2013, from 8:30 to 9:30 p.m.; and

BE IT FURTHER RESOLVED, that the Calabasas City Council and Mayor are committed to moving *Beyond the Hour* by making permanent, long-term improvements in our day-to-day lives and encourage all of its units of government, residents, businesses, non-profit organizations, and houses of worship to make similar commitments.

The City Clerk shall certify to the adoption of this resolution and shall cause the same to be processed in the manner required by law.

PASSED, APPROVED AND ADOPTED this 13th day of March, 2013.

Mary Sue Maurer
Mayor

ATTEST:

Maricela Hernandez, MMC
City Clerk

APPROVED AS TO FORM:

Scott H. Howard
Interim City Attorney



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: MARCH 5, 2013

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: TB TOM BARTLETT, A.I.C.P., CITY PLANNER

SUBJECT: APPROVAL OF AN EXCEPTION TO THE HIRING FREEZE TO ALLOW FOR REPLACEMENT OF THE SENIOR PLANNER POSITION.

MEETING DATE: MARCH 13, 2013

SUMMARY RECOMMENDATION:

Approval of an exception to the hiring freeze to allow for replacement of the Senior Planner position, which has just been vacated.

INTRODUCTION:

With the recent resignation and departure of Senior Planner Geoff Starns, Planning Division staff has a need to reorganize in order to distribute the remaining workload.

Council Resolution No. 2011-1293 put into effect a hiring freeze. As a result, staff is seeking approval from the City Council to accomplish this reorganization.

DISCUSSION/ANALYSIS:

The Senior Planner position provides an important management asset, which is the ability to oversee the more complex and highly technical work tasks and projects, and to lead project teams. Staffing of the position is critical because the Senior Planner brings greater professional experience and knowledge to the table, enabling the Division to continue delivering the highest quality of service to Calabasas

citizens, businesses, and community leaders without disrupting project permit streamlining deadlines, or state reporting requirements. The Senior Planner also plays a critical staff liaison function regarding the Planning Commission, the Historic Preservation Commission, the Communications & Technology Commission, the Architectural Review Panel, and the Development Review Committee.

Current staff occupying positions below the Senior Planner level all hold master's degrees in planning, and have between 6 and 10 years of on-the-job experience. Consequently, the Senior Planner position can be filled in-house. Subsequent shifts within the Division would then follow accordingly to coincide with the redistribution of workload, as follows:

- 1) The highest performing Planner would be promoted into fill the Senior Planner position;
- 2) The highest performing Associate Planner would be promoted to fill the vacated Planner position; and,
- 3) The Planning Assistant would be promoted to fill the vacated Associate Planner position.

The end result would a vacant Planning Assistant position, which will not be filled. Prior to the hiring freeze, similar restructuring efforts were accomplished in both the Finance and Public Works Departments.

FISCAL IMPACT/SOURCE OF FUNDING:

Factoring in the costs of the respective salaries plus benefits and overhead costs, it is estimated that by not filling the remaining vacant Planning Assistant position the City will save approximately \$110,000 annually. By comparison, if the Senior Planner position would be left vacant and no reorganization would occur, the cost savings to the City would be approximately \$124,000.

REQUESTED ACTION:

Approval of an exception to the hiring freeze to allow for replacement of the vacated Senior Planner position.



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: MARCH 4, 2013

TO: HONORABLE MAYOR AND COUNCILMEMBERS

**FROM: TB TOM BARTLETT, AICP, CITY PLANNER
TALYN MIRZAKHANIAN, PLANNER**

SUBJECT: PRESENTATION OF THE ANNUAL HOUSING ELEMENT PROGRESS REPORT.

MEETING DATE: MARCH 13, 2013

SUMMARY RECOMMENDATION:

Receive and file the attached annual progress report for 2012 regarding the City of Calabasas 2030 General Plan Housing Element.

BACKGROUND:

California Government Code § 65400 (b) requires filing of an annual progress report regarding the Housing Element of the General Plan for cities and counties. The annual report must be delivered to the City Council, the State Office of Planning and Research, and the California Department of Housing and Community Development ("HCD"). State law also requires that a public hearing be held before the City Council to give the public an opportunity to comment. This agenda item meets the statutory requirements.

The Housing Element was adopted by City Council on December 10, 2008 as part of the City's 2030 General Plan update, and the Element was approved and certified as being compliant with State housing law by HCD on April 23, 2009. Previous annual progress reports were delivered to the City Council and filed with

the aforementioned State agencies on May 21, 2009, March 11, 2010, April 18, 2011, and March 15, 2012.

DISCUSSION/ANALYSIS:

The attached progress report (Attachment 1), summarizes residential building activity, Regional Housing Needs Allocation (RHNA) progress, and progress of housing program implementation for the 2012 calendar year. The report was prepared on forms provided by HCD, using definitions adopted by HCD.

In Tables A, A2, A3 and B of the progress report, staff has documented all residential building activity (based on building permits issued) from January 1, 2011 to December 31, 2012. A total of sixty-one (61) new housing units (one single-family residence and a 60-unit condominium project) were permitted in this reporting period.

Having begun with a RHNA allocation of 521 units, and after having constructed 217 units since the reporting period began in 2006, the City’s remaining RHNA as of year-end 2012 is 304 as shown in the table below:

Income Category	Assigned RHNA	New Units Constructed	Remaining RHNA
Very Low	137	54	83
Low	86	20	66
Moderate	93	4	89
Above Moderate	205	139	66
TOTALS:	521	217	304

In Table C of the progress report, a status update is provided for housing programs identified in the Housing Element which have seen progress during the 2012 calendar year. Housing program activities completed prior to 2012 are not included because they were reported in previous progress reports.

FISCAL IMPACT/SOURCE OF FUNDING:

None

REQUESTED ACTION:

That the City Council receive and file the attached 2012 annual progress report regarding the Housing Element of the 2030 General Plan.

ATTACHMENTS:

1. 2012 Annual Housing Element Progress Report

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Jurisdiction City of Calabasas
Reporting Period 2011 - 2012

Table A

Annual Building Activity Report Summary - New Construction
Very Low-, Low-, and Mixed-Income Multifamily Projects

Housing Development Information							Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions		
1	2	3	4				5	5a	6	7	8
Project Identifier (may be APN No., project name or address)	Unit Category	Tenure R=Renter O=Owner	Affordability by Household Incomes				Total Units per Project	Est. # Infill Units*	Assistance Programs for Each Development	Deed Restricted Units	Note below the number of units determined to be affordable without financial or deed restrictions and attach an explanation how the jurisdiction determined the units were affordable. Refer to instructions.
			Very Low- Income	Low- Income	Moderate- Income	Above Moderate- Income			See Instructions	See Instructions	
(9) Total of Moderate and Above Moderate from Table A3			0	61		61					
(10) Total by income Table A/A3						61	61				
(11) Total Extremely Low-Income Units*											

* Note: These fields are voluntary

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Jurisdiction City of Calabasas
Reporting Period 2011 - 2012

Table A2
Annual Building Activity Report Summary - Units Rehabilitated, Preserved and Acquired pursuant to GC Section 65583.1(c)(1)

Please note: Units may only be credited to the table below when a jurisdiction has included a program in its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in GC Section 65583.1(c)(1)

Activity Type	Affordability by Household Incomes				(4) The Description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1
	Extremely Low-Income*	Very Low-Income	Low-Income	TOTAL UNITS	
(1) Rehabilitation Activity				0	
(2) Preservation of Units At-Risk				0	
(3) Acquisition of Units				0	
(5) Total Units by Income	0	0	0	0	

* Note: This field is voluntary

Table A3
Annual building Activity Report Summary for Above Moderate-Income Units (not including those units reported on Table A)

	1. Single Family	2. 2 - 4 Units	3. 5+ Units	4. Second Unit	5. Mobile Homes	6. Total	7. Number of infill units*
No. of Units Permitted for Moderate						0	
No. of Units Permitted for Above Moderate	1		60			61	61

* Note: This field is voluntary

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
 (CCR Title 25 §6202)

Jurisdiction City of Calabasas
Reporting Period 2011 - 2012

Table B

Regional Housing Needs Allocation Progress

Permitted Units Issued by Affordability

Enter Calendar Year starting with the first year of the RHNA allocation period. See Example.		2006	2007	2008	2009	2010	2011	2012	2013	2014	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Income Level		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9		
Very Low	Deed Restricted	137				54					54	83
	Non-deed restricted											
Low	Deed Restricted	86				20					20	66
	Non-deed restricted											
Moderate	Deed Restricted	93									4	89
	Non-deed restricted		3			1						
Above Moderate		205	64	8	1	2	0	3	61		139	66
Total RHNA by COG. Enter allocation number:		521										
Total Units ▶ ▶ ▶			67	8	1	2	75	3	61		217	304
Remaining Need for RHNA Period ▶ ▶ ▶ ▶ ▶												

Note: units serving extremely low-income households are included in the very low-income permitted units totals.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Jurisdiction City of Calabasas
Reporting Period 2011 - 2012

Table C

Program Implementation Status

Program Description (By Housing Element Program Names)	Housing Programs Progress Report - Government Code Section 65583. Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.		
Name of Program	Objective	Timeframe in H.E.	Status of Program Implementation
Single-family Rehabilitation Program	Assist 10 households annually. Evaluate extending to moderate income households.	Evaluate moderate income by 2009	The City continues to provide Residential Rehabilitation assistance utilizing Community Development Block Grant, (CDBG) funds. The City provided assistance to nine (9) households in Fiscal Year 2012-13 and it is anticipated that eight (8) to ten (10) households will be served in Fiscal year 2013-2014.
Rental Assistance	Provide ongoing assistance to 50 households, contingent on funding.	2008-2014	The City continued to provide monthly subsidies to 50 residents through 2012. The subsidies increased from \$184/month to \$186/month in July 2012.
Rental Registration Program	Continue to maintain the rental database.	Update database annually	Annual rent information provided by apartment owners is entered into the City's rental database in July of every year, and reported to the City Council.
Annexation of unincorporated areas	Pursue phased annexation for adjacent unincorporated areas.	Annexation study of Craftsman Corner by 2010	On July 13, 2011, the Local Agency Formation Commission for Los Angeles County (LAFCO) approved the Mont Calabasas annexation into the City of Calabasas. The annexation application for the adjacent "Mountain View Estates" remains pending before LAFCO. The City has commenced a study of Craftsman Corner for potential annexation.
Affordable Housing Development Assistance	Provide financial, regulatory and site identification assistance in support of affordable housing production consistent with the General Plan.	Achieve development of 75 affordable units in 2009.	On January 16, 2008, City Council committed to providing Thomas Safran Associates with \$1,000,000 of funding from the City's Affordable Housing Trust Fund contingent upon the applicant securing his other sources of funding within two years. In February 2010, the City loaned the funds to the developer. In Fall 2011, the development opened its doors and the project is now 100% occupied. The City currently has \$1,375,431.55 remaining in the Trust Fund and is exploring various options for spending the remaining funds.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
 (CCR Title 25 §6202)

Jurisdiction City of Calabasas
Reporting Period 2011 - 2012


<p align="center">Preservation of Assisted Housing</p>	<p>Preserve 260 at-risk units. Contact property owners. Explore outside funding; offer incentives; provide technical assistance to tenants.</p>	<p>Contact Owners in 2008. Proceed with other actions one year prior to expiration (2012 & 2015).</p>	<p>City has been in contact with the CDC to discuss options for refinancing the projects' bonds to extend affordability controls. The CDC communicated to staff that the owner of Malibu Canyon redeemed (paid off) the bonds in December 2008; therefore, the regulatory agreement will expire in June 2016. Staff will continue preservation efforts, including pursuit of funding, negotiation with property owners, and tenant education, on the 2016 expiration of affordability controls of Malibu Canyon. The CDC also communicated to staff that Archstone's regulatory period is the longer of April 9, 2013 or the date the bonds are no longer outstanding. With their current bond maturity date set at April 15, 2028, preservation efforts for this community will be delayed to future planning periods.</p>
<p align="center">Condominium Conversion Ordinance</p>	<p>Implement the City's current ordinance. Evaluate strengthening to require inclusionary units in projects approved for conversion.</p>	<p>Complete review/revision of ordinance by 2009.</p>	<p>The City continues to implement the current ordinance. No work has been initiated yet on strengthening the ordinance.</p>
<p align="center">Inclusionary Housing Ordinance</p>	<p>Provide developers with information on available options and incentives to fulfill inclusionary requirements. Identify specific projects and programs for expenditure of in-lieu fee revenues.</p>	<p>Identify programs in Housing Element (2008) for Housing Trust Fund. Develop and disseminate Affordable Housing Brochure (2009).</p>	<p>The Inclusionary Housing ordinance is available to the public on the City's website via the link to our updated Municipal Code. Additionally, planning staff has been working with the applicants of two, sizeable pending projects that are incorporating new affordable units into their respective proposed developments.</p>



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: MARCH 13, 2013

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM:  ROBERT YALDA, P.E., T.E., PUBLIC WORKS DIRECTOR/CITY ENGINEER
ALEX FARASSATI, PH.D., ENVIRONMENTAL SERVICES SUPERVISOR

SUBJECT: STATUS UPDATE ON RECENTLY ADOPTED MUNICIPAL STORMWATER PERMIT.

MEETING DATE: MARCH 13, 2013

SUMMARY RECOMMENDATION:

That the City Council receive and file this informational report.

BACKGROUND:

On November 8, 2012, the Los Angeles Regional Water Quality Control Board adopted a new National Pollutant Discharge Elimination System (NPDES) Permit under the Federal Clean Water Act (CWA) for discharges from the municipal separate storm sewer system (MS4) within Los Angeles County.

This latest permit incorporates water quality based effluent imitations via the adopted **Total Maximum Daily Loads (TMDLs)**^a provisions, as well as several new concepts and requirements that are designed to improve water quality through a cooperative process within the five major watershed management areas of the Los

^a **Total Maximum Daily Load (TMDL)** is a regulatory term in the U.S. Clean Water Act, describing a value of the maximum amount of a pollutant that a body of water can receive while still meeting water quality standards. Alternatively, TMDL is an allocation of that water pollutant deemed acceptable to the subject receiving waters.

Angeles County. The new 500-page permit that became effective on December 28, 2012 maintains the requirements that were part of the previous (2001) permit with several significant additions and revisions. The most significant of these changes is the incorporation of the numerous TMDLs that have been developed for each watershed and are currently part of Regional Water Quality Control Board's Basin Plan^b Amendments for Los Angeles County.

The Regional Water Quality Control Board (RWQCB), in developing this permit, also acknowledged the need to allow the municipalities to develop comprehensive management plans for the purpose of complying with the TMDLs and other water quality standards. For this reason, the permit established requirements for the development of Watershed Management Plan (WMP) and/or Enhanced Watershed Management Plan (EWMP).

DISCUSSION/ANALYSIS:

The MS4 Permit generally prevents a municipal permittee (i.e. Calabasas) from allowing a "discharge" of pollutants from its MS4 system into the "navigable waters" of the United States, which include creeks, rivers, lakes, harbors, bays, estuaries and the Pacific Ocean, where that discharge causes or contributes to a violation of water quality standards in the navigable water. Despite more than two decades of regulations, runoff remains the leading cause of water pollution in Los Angeles County.

The new MS4 Permit provides for three (3) general implementation options, which are summarized briefly below followed by a comparison of the pros and cons of each option in Attachment No. 1:

- **Option 1:** Implement the baseline Minimum Control Measures (MCM) prescribed in the permit and demonstrate compliance with strict numeric limits for water quality standards through monitoring. MCMs are considered to be baseline or default requirements. They are grouped into six categories similar to those in the previous MS4 Permit including:
 - a) Public Information and Participation Program (PIPP)
 - b) Industrial/Commercial Facilities Program
 - c) Planning and Land Development Program (including a Low Impact Development ordinance which is new)

^b **Basin Plan** is designed to preserve and enhance water quality and protect the beneficial uses of all regional waters. Specifically, the Basin Plan (i) designates beneficial uses for surface and ground waters, (ii) sets narrative and numerical objectives that must be attained or maintained to protect the designated beneficial uses and conform to the state's anti-degradation policy, and (iii) describes implementation programs to protect all waters in the Region.

- d) Development Construction Program
- e) Public Agency Activities Program (including Green Street Policy which is new)
- f) Illicit Connections and Illicit Discharges Elimination Program

Permittees that elect this option must implement most Minimum Control Measures (MCMs) by June 2013. Option 1 provides no protection from immediate enforcement or 3rd party lawsuits in the event that monitoring shows that discharges from the MS4 do not meet either the interim or final TMDL targets or receiving water limitations despite the full implementation of the minimum control measures. In summary, this option will require compliance with the water quality standards as required in all TMDL deadlines. If not achieved, the City will be subject to non-compliance penalties.

- **Option 2:** Develop and Implement a Watershed Management Program (WMP) individually in one or more watersheds, addressing all watersheds to which the City is tributary, based on implementing a program of Best Management Practices (BMPs)^c designed to achieve water quality standards. The WMP option provides flexibility to customize the MCMs while utilizing other strategies, such as BMPs; however deviation from minimum control measures must be justified.

The WMP requires a quantitative Reasonable Assurance Analysis (RAA) for each water body-pollutant combination using a peer-reviewed water quality model in the public domain to demonstrate that the activities and control measures identified in the WMP will achieve the applicable water quality standards. A permittee's full compliance with all approved elements of the WMP constitutes compliance with interim TMDL targets. Final TMDL targets must still be met in the strict numeric sense.

- **Option 3:** Develop and Implement an Enhanced Watershed Management Program (EWMP) combined with neighboring cities in one or more watersheds that evaluates opportunities for collaboration on large multi-benefit regional projects which retain through infiltration or capture and reuse of the 85th percentile, 24-hour storm event or, where this is not feasible, demonstrates via RAA that TMDL targets and receiving water limitations will be met. Within drainage areas where the 85th percentile, 24-hour storm event is retained along

^c **Best Management Practices** (BMPs) are effective, practical, structural or nonstructural methods which prevent or reduce the movement of pollutants from the land to surface or ground water, or which otherwise protect water quality from potential adverse effects on water quality.

with all non-stormwater runoff, a permittee shall be deemed in compliance with final TMDL targets and receiving water limitations.

The program development should incorporate the following:

- a) Identification of water quality priorities, which includes water quality characterization, pollutant prioritization and source assessment
- b) Selection of the watershed control measures that includes a Reasonable Assurance Analysis that demonstrates that the permittees will comply with the water quality standards
- c) Compliance schedule

All three of the implementation options come with significant increased cost to the City. Although Option 2 and 3 provide greater protection from RWQCB enforcement and 3rd party lawsuits under the Clean Water Act, they also come with the added cost of conducting a RAA to validate the EWMP or WMP as well as the time to develop the written programs.

Strict Deadlines

Within 24 months from the effective date of the Permit (December 28, 2012), even before the results of new monitoring data are known, the City must:

1. Develop Low Impact Development (LID)^d ordinance by June 2013 for RWQCB review and approval,
2. Implement Minimum Control Measures by 2013,
3. Develop and submit an individual Integrated Monitoring Plan (IMP) for review and approval by the RWQCB by December 2013, or a collective Coordinated Integrated Monitoring Plan (CIMP) with other permittees by June 2014,
4. Begin monitoring (including non-stormwater discharge tracking) within 30 days of approval under an Integrated Monitoring Plan or within 90 days of approval of a CIMP,
5. Develop and submit an individual Watershed Management Program (WMP) by June 2014, evaluate and modify/revise WMP every two years after approval, OR submit work plan for a collective Enhanced Watershed Management Program (EWMP) development by June 2014, complete draft EWMP by June 2015,
6. Submit a detailed annual report that evaluates monitoring data in comparison with water quality standards.

^d LID is an approach to land development (or re-development) that works with nature to manage stormwater as close to its source as possible.

Here's the time table of developing either the WMP or EWMP and having it reviewed by the RWQCB:

Task	WMP	WMP*	EWMP**
Notify RWQCB re participation in WMP/EWMP	Jun 28, 2013	Jun 28, 2013	Jun 28, 2013
Submit draft plan to RWQCB	Dec 28, 2013	Jun 28, 2014	Jun 28, 2015
Comments by RWQCB	Apr 28, 2013	Oct 28, 2014	Oct 28, 2015
Submit final plan to RWQCB	Jul 28, 2013	Jan 28, 2015	Jan 28, 2015
Approval/Denial of plan by RWQCB	Sep 28, 2013	Apr 28, 2015	Apr 28, 2016
Begin Plan Implementation	Sep 28, 2013	Apr 28, 2015	Apr 28, 2016

* Have in place or commence the development of: 1) Low Impact Development (LID) ordinance, 2) Green street policy

**Implementation of LID ordinance, green street policy and start of a structural BMP or suite of BMPs should be in place upon completion of the plan.

Calabasas and the New Stormwater Permit

Since Calabasas drains into two watersheds (Los Angeles River and Malibu Creek), as shown in Attachment No. 3, the City needs to comply with specific requirements and mandates for both watersheds. Los Angeles River has been divided into several sub-watershed groups for easier administration and coordination. Cities of Burbank, Calabasas, Glendale, Hidden Hills, Los Angeles, San Fernando and Vernon, County of Los Angeles and CalTrans collectively form the Upper LA River Watershed group. City of Los Angeles has been selected to lead the effort in hiring a consultant to prepare the EWMP through a cost sharing agreement.

Cities of Agoura Hills, Calabasas, Hidden Hills, Malibu, Westlake Village, County of Los Angeles and CalTrans collectively form the Malibu Creek Watershed group while Thousand Oaks and County of Ventura attend the meetings as non-voting members because they are subject to a different but similar Municipal Stormwater Permit applicable to Ventura County agencies. City of Calabasas has been selected to lead the effort in hiring a consultant to prepare the EWMP through a cost sharing agreement.

Both groups have evaluated various options outlined above and believe that collective effort is the most feasible and cost effective approach to meet the requirements of the new Municipal Stormwater Permit in a timely and cost effective manner.

FISCAL IMPACT/SOURCE OF FUNDING:

There is no fiscal impact associated with this informational report.

REQUESTED ACTION:

That the City Council receive and file this informational report.

ATTACHMENTS:

Attachment 1: Pros and Cons of 3 Implementation Options

Attachment 2: Matrix of Total Maximum Daily Loads (TMDLs) incorporated into the New Permit applicable to Calabasas

Attachment 3: Map of Calabasas Drainage Areas

Pros and Cons

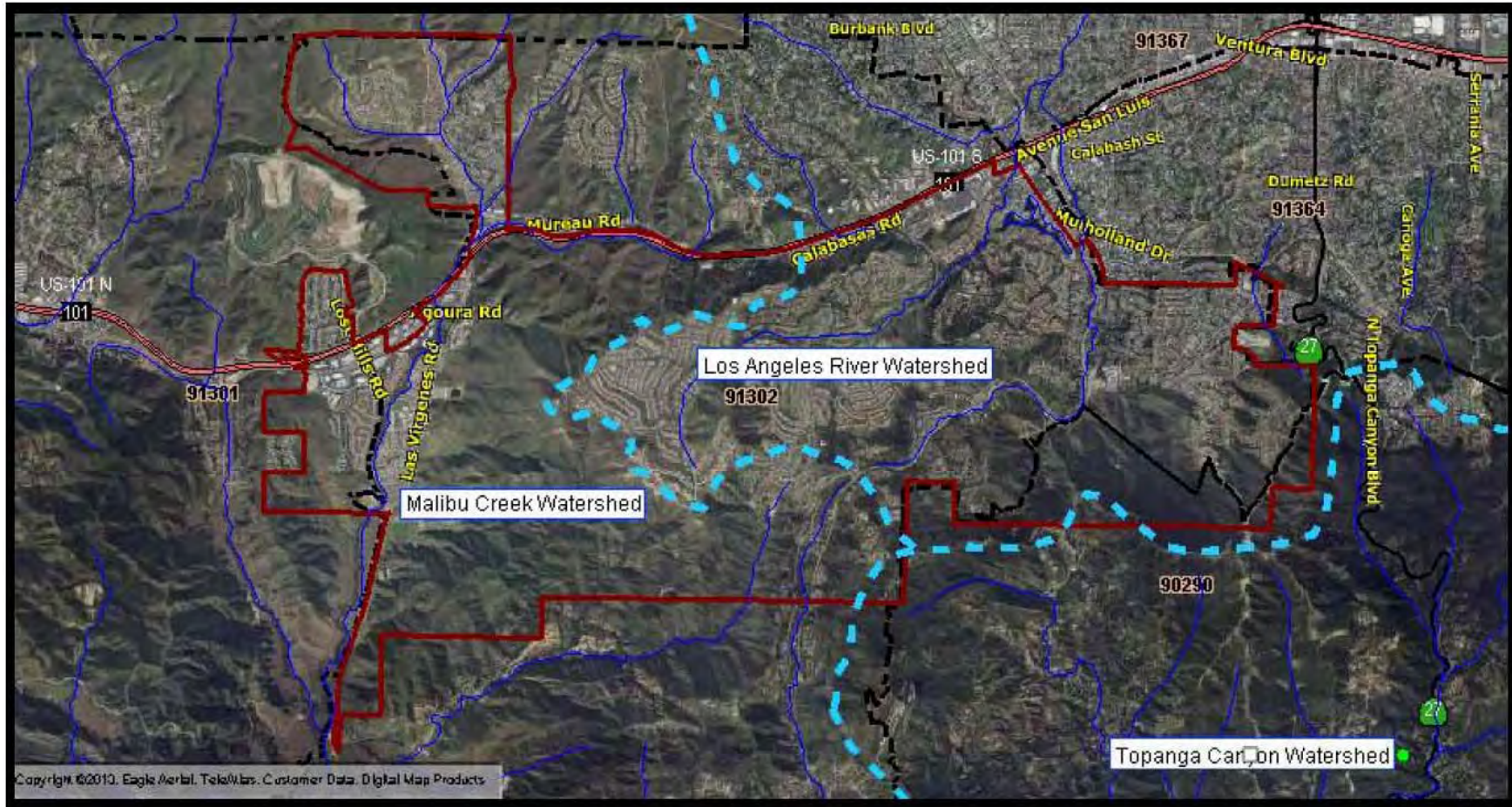
The following table outlines the various pros and cons of the three implementation options:

Pro	Con
Option 1 - Baseline Minimum Control Measures in Permit (no WMP or EWMP)	
Follow the requirements of the 2001 permit, Least cost to implement in short term	Strict compliance with numeric limits, both interim and final could subject City to enforcement and/or 3 rd party lawsuits if monitoring shows the limits are not being met, May cost more in the long term to meet the strict numeric requirements
City will work independently without constraints of neighboring Cities' plans but can jointly monitor sites with neighboring cities.	No ability to customize minimum control measures, though this may be of limited advantage since customization must be justified
Not obligated to commit to actions other than the baseline requirements of the minimum control measures until monitoring results are evaluated.	May have to increase BMPs over time to try to meet limits if they are not being met
Option 2 - Watershed Management Plan (WMP)	
Provides interim compliance with TMDLs even if monitoring doesn't demonstrate compliance with interim objectives	Does not guarantee final compliance with TMDLs unless monitoring demonstrates it
Provides opportunity to customize minimum control measures (except for LID) which would eliminate unnecessary elements and redirect resources to other needs; however elimination/customization must be justifiable.	Greater cost than simply implementing minimum control measures (MCM) due to cost of modeling the "reasonable assurance" and development of program.
Option 3 - Enhanced Watershed Management Plan (EWMP)	
Longer timeframe for program	Requires more initial work and coordination to submit a notice of intent within the first six

<p>development</p> <p>(30 months versus 18 months for WMP, and 6 months for MCMs)</p>	<p>months: plan concept, cost estimate for plan development, draft MOU with letters of intent, interim milestones, installation of one structural BMP within watershed within 30 months</p>
<p>Stretches cost for development of program into two fiscal years thereby reducing impact in any single fiscal year</p>	<p>Overall cost for development is higher due to more ambitious scope, involvement of more agencies therefore sharing the cost; longer time frame</p>
<p>Provides for final compliance with TMDLs wherever regional BMPs achieve the design storm (except for Santa Monica Bay Dry Weather Bacteria TMDLs)</p>	<p>For areas with no qualifying regional BMPs, final compliance with TMDLs is still subject to strict numeric limits.</p>
<p>Supported by LA County, LA RWQCB and State Water Board. Thus Cities may receive more involvement/support from LACDPW than for WMP, such as in-kind modeling</p>	<p>Not supported by NGOs or USEPA Region 9, if USEPA does not approve the permit, could place option in jeopardy.</p>

Matrix of Total Maximum Daily Loads (TMDLs) incorporated into Permit applicable to Calabasas				
Receiving Water	Pollutant and Final TMDL Compliance Deadline			
Malibu Creek Watershed	Trash Deadline: 2017	Bacteria during summer and winter dry and wet weather Deadline: 2021	Nutrient (US EPA adopted) Deadline: TBD	
Los Angeles River Watershed	Trash Deadline: 2016	Metals (copper, lead, zinc) Dry Weather Deadline: 2024 Wet Weather Deadline: 2028	Bacteria Deadline: 2037	Nitrogen Compound and related effects (US EPA Established) Deadline: TBD
Dry Canyon and McCoy Creeks	Submit Load Reduction Strategy: Deadline: 2021	Implement Load Reduction Strategy Deadline: 2026	Achieve Water Quality Based Effluent Limitations Deadline: 2029	
Lake Calabasas	Nutrient (US EPA Established) Deadline: TBD			
Santa Monica Bay Jurisdiction Groups 1 & 9	Nearshore and Offshore Debris (trash) Deadline: 2020	Bacteria during summer dry weather Deadline: 2021	Bacteria during winter dry weather Deadline: 2021	Bacteria during wet weather Deadline: 2021 (50% by 2018)
<p>Note: Additional receiving water limitations include water quality standards for marine waters (including Santa Monica Bay) as defined in the California Ocean Plan which are included in the initial 140 pollutants monitored under the monitoring plan. Any exceedances of these receiving water standards must also be addressed.</p>				

City of Calabasas Drainage Areas



5495 ft

CityGIS



Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 2/20/2013 to 2/27/2013

Date: 2/28/2013
 Time: 4:13:56PM
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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
<u>Administrative Services</u>					
83289	2/27/2013	LYSIK/GARY J//	REIMBURSE EDUC EXPS- WINTER 13	2,715.00	Administrative Services
83251	2/21/2013	US BANK	VISA- POSTER SOLUTIONS	167.62	Administrative Services
83235	2/20/2013	SCPMA-HR	ANNUAL TRAINING	99.00	Administrative Services
83246	2/20/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	31.56	Administrative Services
Total Amount for 4 Line Item(s) from Administrative Services				\$3,013.18	
<u>Boards and Commissions</u>					
83251	2/21/2013	US BANK	VISA- SUBWAY	30.00	Boards and Commissions
83251	2/21/2013	US BANK	VISA- VONS	22.26	Boards and Commissions
Total Amount for 2 Line Item(s) from Boards and Commissions				\$52.26	
<u>City Council</u>					
83251	2/21/2013	US BANK	VISA- SPERLING LANDSCAPE	371.38	City Council
83251	2/21/2013	US BANK	VISA- ROSTI TUSCAN KITCHEN	247.31	City Council
83251	2/21/2013	US BANK	VISA-WOLF CREEK RESTAURANT	202.13	City Council
83251	2/21/2013	US BANK	VISA- CALABASAS SELF STORAGE	184.00	City Council
83251	2/21/2013	US BANK	VISA- RIVIERA RESTAURANT	87.03	City Council
83251	2/21/2013	US BANK	VISA- OFFICE DEPOT	44.26	City Council
83251	2/21/2013	US BANK	VISA- MARMALADE CAFE	21.90	City Council
83261	2/27/2013	CALABASAS CHAMBER OF COMMERCE	CHAMBER BREAKFAST	20.00	City Council
83261	2/27/2013	CALABASAS CHAMBER OF COMMERCE	CHAMBER BREAKFAST	20.00	City Council
83251	2/21/2013	US BANK	VISA- PINGG	10.00	City Council
83251	2/21/2013	US BANK	VISA- RITE AID	3.26	City Council
Total Amount for 11 Line Item(s) from City Council				\$1,211.27	
<u>City Management</u>					
83251	2/21/2013	US BANK	VISA- OFFICE DEPOT	255.55	City Management
83251	2/21/2013	US BANK	VISA- WOODRANCH RESTAURANT	211.14	City Management
83246	2/20/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	166.72	City Management
Total Amount for 3 Line Item(s) from City Management				\$633.41	



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Bank: BANK OF AMERICA - OPERATING
Reporting Period: 2/20/2013 to 2/27/2013

Date: 2/28/2013
Time: 4:14:43PM
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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
Civic Center O&M					
83314	2/27/2013	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	767.28	Civic Center O&M
83237	2/20/2013	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	658.96	Civic Center O&M
83237	2/20/2013	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	608.28	Civic Center O&M
83204	2/20/2013	CIRCULATING AIR, INC.	HVAC MAINTENANCE	558.50	Civic Center O&M
83204	2/20/2013	CIRCULATING AIR, INC.	HVAC MAINTENANCE	558.50	Civic Center O&M
83314	2/27/2013	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	378.54	Civic Center O&M
83251	2/21/2013	US BANK	VISA- HOME DEPOT	289.52	Civic Center O&M
83251	2/21/2013	US BANK	VISA- BRIAN PASTER PLUMBING	178.00	Civic Center O&M
83251	2/21/2013	US BANK	VISA- DO IT CENTER	6.80	Civic Center O&M
83251	2/21/2013	US BANK	VISA- DO IT CENTER	6.80	Civic Center O&M
Total Amount for 10 Line Item(s) from Civic Center O&M				\$4,011.18	
Community Development					
83262	2/27/2013	CALABASAS CREST LTD	R.A.P.- MAR 2013	5,460.00	Community Development
83251	2/21/2013	US BANK	VISA- CA ONSITE WASTEWATER	330.00	Community Development
83201	2/20/2013	BLAIR/JESSICA//	PC MINUTE PREPARATIONS 2/7/13	210.00	Community Development
83194	2/20/2013	ACORN NEWSPAPER	LEGAL ADVERTISING	192.00	Community Development
83266	2/27/2013	CROSBY/ GEORGE//	R.A.P.- MAR 2013	186.00	Community Development
83270	2/27/2013	FLEYSHMAN/ALBERT//	R.A.P.- MAR 2013	186.00	Community Development
83292	2/27/2013	MEDVETSKY/LINA//	R.A.P.- MAR 2013	186.00	Community Development
83277	2/27/2013	HENDERSON/LYN//	R.A.P.- MAR 2013	186.00	Community Development
83297	2/27/2013	NARANJO/ IVAN//	R.A.P.- MAR 2013	186.00	Community Development
83306	2/27/2013	SHAHIR/RAHIM//	R.A.P.- MAR 2013	186.00	Community Development
83307	2/27/2013	SHEAR/SUSAN M//	R.A.P.- MAR 2013	186.00	Community Development
83293	2/27/2013	MILES/AUDREY//	R.A.P.- MAR 2013	186.00	Community Development
83194	2/20/2013	ACORN NEWSPAPER	LEGAL ADVERTISING	174.00	Community Development
83220	2/20/2013	JOHN K. INNES LANDSCAPE	ARBORIST SERVICES	100.00	Community Development
83251	2/21/2013	US BANK	VISA- INT'L CODE COUNCIL	50.00	Community Development
Total Amount for 15 Line Item(s) from Community Development				\$8,004.00	
Community Services					
83267	2/27/2013	DIAL M PRODUCTIONS	ENTERTAINMENT-EGG HUNT/CONCERT	750.00	Community Services
83250	2/20/2013	YEEOPP/BETTY//	RECREATION INSTRUCTOR	724.50	Community Services
83255	2/27/2013	ALLEN/HARVEY//	BASKETBALL/OFFICIAL/SCORER	700.00	Community Services



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83251	2/21/2013	US BANK	VISA- CALABASAS SELF STORAGE	658.00	Community Services
83214	2/20/2013	GOVPARTNER	RESERVE PARTNER HOSTING- FEB13	650.00	Community Services
83203	2/20/2013	CIRCOTEMP INC	A/C UNIT MAINT/REPAIRS	485.00	Community Services
83267	2/27/2013	DIAL M PRODUCTIONS	ENTERTAINMENT-EGG HUNT/CONCERT	475.00	Community Services
83229	2/20/2013	PEERLESS BUILDING MAINTENANCE	JANITORIAL SERVICES	420.00	Community Services
83251	2/21/2013	US BANK	VISA- A RENTAL CONNECTION	415.43	Community Services
83303	2/27/2013	RUBIN/RONNIE//	BASKETBALL/OFFICIAL/SCORER	307.00	Community Services
83251	2/21/2013	US BANK	VISA- CONSTANT CONTACT	294.00	Community Services
83253	2/27/2013	ALAN LEE/ SHAUN//	BASKETBALL/OFFICIAL/SCORER	270.00	Community Services
83256	2/27/2013	AT&T	TELEPHONE SERVICE	244.28	Community Services
83291	2/27/2013	MANDELL/MITCH//	BASKETBALL/OFFICIAL/SCORER	243.00	Community Services
83274	2/27/2013	GADBURY/KEITH//	BASKETBALL/OFFICIAL/SCORER	210.00	Community Services
83312	2/27/2013	TEMME/ROBERT//	BASKETBALL/OFFICIAL/SCORER	210.00	Community Services
83284	2/27/2013	LAUTERBACH/RACHEL//	BASKETBALL/OFFICIAL/SCORER	192.00	Community Services
83251	2/21/2013	US BANK	VISA- PLUMBING CITY	174.29	Community Services
83237	2/20/2013	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	172.74	Community Services
83254	2/27/2013	ALAN-LEE/CRAIG//	BASKETBALL/OFFICIAL/SCORER	162.00	Community Services
83278	2/27/2013	ISRAEL/BOB//	BASKETBALL/OFFICIAL/SCORER	162.00	Community Services
83299	2/27/2013	PORTRARO/SAL//	BASKETBALL/OFFICIAL/SCORER	158.00	Community Services
83251	2/21/2013	US BANK	VISA- CHEVRON	135.01	Community Services
83282	2/27/2013	KOPSTEIN/STEVE//	BASKETBALL/OFFICIAL/SCORER	135.00	Community Services
83295	2/27/2013	MONTGOMERY/MICHAEL//	BASKETBALL/OFFICIAL/SCORER	125.00	Community Services
83251	2/21/2013	US BANK	VISA- WALMART	122.63	Community Services
83269	2/27/2013	FISHMAN/MICHAEL//	BASKETBALL/OFFICIAL/SCORER	120.00	Community Services
83286	2/27/2013	LIPTON/JEREMY//	BASKETBALL/OFFICIAL/SCORER	114.00	Community Services
83260	2/27/2013	BILCHIK/DANIEL//	BASKETBALL/OFFICIAL/SCORER	110.00	Community Services
83230	2/20/2013	PORT-A-STOR INC.	STORAGE - A E WRIGHT	85.00	Community Services
83230	2/20/2013	PORT-A-STOR INC.	STORAGE - LUPIN HILL	85.00	Community Services
83217	2/20/2013	HOUSE SANITARY SUPPLY, INC.	JANITORIAL SUPPLIES	84.61	Community Services
83283	2/27/2013	LAUTERBACH/HOWARD//	BASKETBALL/OFFICIAL/SCORER	84.00	Community Services
83302	2/27/2013	RIVKIN/MIKE//	BASKETBALL/OFFICIAL/SCORER	75.00	Community Services
83300	2/27/2013	RAMIREZ/MICHAEL//	BASKETBALL/OFFICIAL/SCORER	75.00	Community Services
83251	2/21/2013	US BANK	VISA- FANDANGO	72.00	Community Services
83256	2/27/2013	AT&T	TELEPHONE SERVICE	66.90	Community Services
83251	2/21/2013	US BANK	VISA- EXXON MOBIL	65.00	Community Services
83251	2/21/2013	US BANK	VISA- RABI INC	65.00	Community Services
83251	2/21/2013	US BANK	VISA- DO IT CENTER	63.30	Community Services



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83301	2/27/2013	RIVKIN/JACOB//	BASKETBALL/OFFICIAL/SCORER	60.00	Community Services
83313	2/27/2013	TEMPLE/BRET//	BASKETBALL/OFFICIAL/SCORER	60.00	Community Services
83273	2/27/2013	FUCHS/IKE//	BASKETBALL/OFFICIAL/SCORER	60.00	Community Services
83251	2/21/2013	US BANK	VISA- CALABASAS CAR CARE	58.11	Community Services
83251	2/21/2013	US BANK	VISA- CEDAR VALLEY PLUMBING	41.75	Community Services
83276	2/27/2013	HA/VICTORIA//	BASKETBALL/OFFICIAL/SCORER	40.00	Community Services
83264	2/27/2013	CASTILLO/ALLISON//	BASKETBALL/OFFICIAL/SCORER	40.00	Community Services
83280	2/27/2013	KAPLAN/HERB//	RECREATION INSTRUCTOR	38.00	Community Services
83256	2/27/2013	AT&T	TELEPHONE SERVICE	37.88	Community Services
83279	2/27/2013	JAM FIRE PROTECTION	QUARTERLY MONITORING- CRKSIDE	36.00	Community Services
83251	2/21/2013	US BANK	VISA- SPORT CHALET	30.48	Community Services
83251	2/21/2013	US BANK	VISA- CITY OF DIAMOND BAR	30.00	Community Services
83290	2/27/2013	MANDELL/JUSTIN//	BASKETBALL/OFFICIAL/SCORER	30.00	Community Services
83240	2/20/2013	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	22.50	Community Services
83251	2/21/2013	US BANK	VISA- RADIO SHACK	21.79	Community Services
83294	2/27/2013	MILLER/ZAC//	BASKETBALL/OFFICIAL/SCORER	20.00	Community Services
83218	2/20/2013	INDUSTRIAL CHEMICALS & SUPPLS	JANITORIAL SUPPLIES	18.31	Community Services
83193	2/20/2013	ACCURATE FIRST AID SERVICES	FIRST AID SUPPLIES	18.16	Community Services
83251	2/21/2013	US BANK	VISA- AMC PROMENADE	-54.00	Community Services

Total Amount for 59 Line Item(s) from Community Services

\$10,368.67

Finance

83195	2/20/2013	ADP, INC	PAYROLL PROCESSING	792.58	Finance
83251	2/21/2013	US BANK	VISA- AMERICAN THERMO	291.15	Finance
83246	2/20/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	140.26	Finance
83251	2/21/2013	US BANK	VISA- STAPLES	120.35	Finance
83251	2/21/2013	US BANK	VISA- MY PILOT STORE	49.95	Finance
83251	2/21/2013	US BANK	VISA- APPLE STORE	41.42	Finance
83246	2/20/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	-43.48	Finance

Total Amount for 7 Line Item(s) from Finance

\$1,392.23

Klubhouse Preschool

83251	2/21/2013	US BANK	VISA- COSTCO	1,391.51	Klubhouse Preschool
83287	2/27/2013	LITTLE LEARNERS LLC	CONTRACT SERVICES	1,035.00	Klubhouse Preschool
83229	2/20/2013	PEERLESS BUILDING MAINTENANCE	JANITORIAL SERVICES	980.00	Klubhouse Preschool



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83287	2/27/2013	LITTLE LEARNERS LLC	CONTRACT SERVICES	960.00	Klubhouse Preschool
83287	2/27/2013	LITTLE LEARNERS LLC	CONTRACT SERVICES	570.00	Klubhouse Preschool
83251	2/21/2013	US BANK	VISA- DISCOUNT SCHOOL SUPPLY	553.88	Klubhouse Preschool
83221	2/20/2013	KATONA/JOE//	MILK/YOGURT DELIVERY	280.84	Klubhouse Preschool
83217	2/20/2013	HOUSE SANITARY SUPPLY, INC.	JANITORIAL SUPPLIES	197.42	Klubhouse Preschool
83251	2/21/2013	US BANK	VISA- SMART & FINAL	164.44	Klubhouse Preschool
83256	2/27/2013	AT&T	TELEPHONE SERVICE	156.09	Klubhouse Preschool
83251	2/21/2013	US BANK	VISA- DISCOUNT SCHOOL SUPPLY	112.19	Klubhouse Preschool
83279	2/27/2013	JAM FIRE PROTECTION	QUARTERLY MONITORING- CRKSID	84.00	Klubhouse Preschool
83251	2/21/2013	US BANK	VISA- HOME DEPOT	73.25	Klubhouse Preschool
83251	2/21/2013	US BANK	VISA- VONS	53.79	Klubhouse Preschool
83240	2/20/2013	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	52.50	Klubhouse Preschool
83218	2/20/2013	INDUSTRIAL CHEMICALS & SUPPLS	JANITORIAL SUPPLIES	42.73	Klubhouse Preschool
83193	2/20/2013	ACCURATE FIRST AID SERVICES	FIRST AID SUPPLIES	42.36	Klubhouse Preschool
83251	2/21/2013	US BANK	VISA- WALMART	35.71	Klubhouse Preschool
83246	2/20/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	15.97	Klubhouse Preschool
Total Amount for 19 Line Item(s) from Klubhouse Preschool				\$6,801.68	

Library

83246	2/20/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	781.45	Library
83205	2/20/2013	CR PRINT	BOOKMARKS	752.10	Library
83227	2/20/2013	OCLC, INC.	MEMBERSHIP DUES- FEB 2013	608.23	Library
83206	2/20/2013	DEMCO, INC.	LIBRARY SUPPLIES	461.21	Library
83251	2/21/2013	US BANK	VISA- COSTCO	391.74	Library
83239	2/20/2013	TIME WARNER CABLE	CABLE MODEM- LIBRARY	336.80	Library
83285	2/27/2013	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- MAR 13	293.56	Library
83259	2/27/2013	BARANCIK/TALISA//	REPLACEMENT CHECK	254.77	Library
83231	2/20/2013	RECORDED BOOKS, LLC	BOOKS ON CD	224.77	Library
83304	2/27/2013	RUSSOM/ CAROLINE//	REPLACEMENT CHECK	175.99	Library
83219	2/20/2013	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	160.46	Library
83251	2/21/2013	US BANK	VISA- BOOKLIST MAGAZINE	147.50	Library
83199	2/20/2013	AUDIOGO	BOOKS ON CD	135.00	Library
83251	2/21/2013	US BANK	VISA- SMART & FINAL	125.31	Library
83251	2/21/2013	US BANK	VISA- USPS	121.10	Library
83226	2/20/2013	MIDWEST TAPE	DVD'S-LIBRARY	63.93	Library
83219	2/20/2013	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	56.76	Library



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83226	2/20/2013	MIDWEST TAPE	DVD'S-LIBRARY	48.68	Library
83246	2/20/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	48.56	Library
83219	2/20/2013	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	44.99	Library
83251	2/21/2013	US BANK	VISA- RALPHS	29.81	Library
83219	2/20/2013	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	25.55	Library
83219	2/20/2013	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	23.85	Library
83219	2/20/2013	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	19.05	Library
83226	2/20/2013	MIDWEST TAPE	DVD'S-LIBRARY	18.34	Library
83251	2/21/2013	US BANK	VISA- LOWES	15.66	Library
83251	2/21/2013	US BANK	VISA- RALPHS	15.46	Library
83251	2/21/2013	US BANK	VISA- RITE AID	11.50	Library
Total Amount for 28 Line Item(s) from Library				\$5,392.13	

LMD #22

83200	2/20/2013	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	32,892.00	LMD #22
83244	2/20/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	11,772.92	LMD #22
83244	2/20/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	11,499.83	LMD #22
83244	2/20/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,426.75	LMD #22
83200	2/20/2013	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	4,681.33	LMD #22
83244	2/20/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,642.83	LMD #22
83244	2/20/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,393.25	LMD #22
83244	2/20/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,392.00	LMD #22
83244	2/20/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,835.67	LMD #22
83244	2/20/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,681.25	LMD #22
83244	2/20/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,603.00	LMD #22
83244	2/20/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,814.08	LMD #22
83244	2/20/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,186.73	LMD #22
83244	2/20/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,785.73	LMD #22
83244	2/20/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,622.50	LMD #22
83244	2/20/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,180.44	LMD #22
83200	2/20/2013	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	1,094.00	LMD #22
83244	2/20/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	749.00	LMD #22
83200	2/20/2013	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	725.00	LMD #22
83244	2/20/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	278.50	LMD #22
83285	2/27/2013	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- MAR 13	58.03	LMD #22



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Total Amount for 21 Line Item(s) from LMD #22				\$103,314.84	
<u>LMD #24</u>					
83243	2/20/2013	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	6,918.00	LMD #24
83285	2/27/2013	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- MAR 13	4.14	LMD #24
Total Amount for 2 Line Item(s) from LMD #24				\$6,922.14	
<u>LMD #27</u>					
83285	2/27/2013	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- MAR 13	1.04	LMD #27
Total Amount for 1 Line Item(s) from LMD #27				\$1.04	
<u>LMD #32</u>					
83285	2/27/2013	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- MAR 13	1.04	LMD #32
Total Amount for 1 Line Item(s) from LMD #32				\$1.04	
<u>LMD 22 - Common Benefit Area</u>					
83224	2/20/2013	MARINE BIOCHEMISTS OF CA INC	LAKE MAINTENANCE	11,500.00	LMD 22 - Common Benefit Area
83244	2/20/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	9,175.42	LMD 22 - Common Benefit Area
83224	2/20/2013	MARINE BIOCHEMISTS OF CA INC	LAKE MAINTENANCE	4,323.06	LMD 22 - Common Benefit Area
83244	2/20/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,812.18	LMD 22 - Common Benefit Area
83244	2/20/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,308.53	LMD 22 - Common Benefit Area
83244	2/20/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,261.67	LMD 22 - Common Benefit Area
83244	2/20/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	663.97	LMD 22 - Common Benefit Area
83244	2/20/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	407.00	LMD 22 - Common Benefit Area
83285	2/27/2013	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- MAR 13	18.66	LMD 22 - Common Benefit Area
Total Amount for 9 Line Item(s) from LMD 22 - Common Benefit Area				\$34,470.49	
<u>Media Operations</u>					
83251	2/21/2013	US BANK	VISA- DISCOUNT MEDIA PRODUCTS	976.10	Media Operations
83239	2/20/2013	TIME WARNER CABLE	CABLE MODEM- CITY HALL	336.80	Media Operations
83241	2/20/2013	TRIBUNE MEDIA SERVICES	CTV GUIDE LISTING	86.08	Media Operations



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83251	2/21/2013	US BANK	VISA- FRY'S ELECTRONICS	86.04	Media Operations
83251	2/21/2013	US BANK	VISA- GOTOMYPC.COM	50.85	Media Operations
83257	2/27/2013	AT&T MOBILITY	TELEPHONE SERVICE	45.46	Media Operations
83251	2/21/2013	US BANK	VISA- WESTERN BAGEL	40.30	Media Operations
83251	2/21/2013	US BANK	VISA- RALPHS	32.52	Media Operations
83251	2/21/2013	US BANK	VISA- AOL SERVICE	17.95	Media Operations
83251	2/21/2013	US BANK	VISA- CALENDAR WIZ	14.00	Media Operations
Total Amount for 10 Line Item(s) from Media Operations				\$1,686.10	

Non-Departmental - Finance

83251	2/21/2013	US BANK	VISA- STORAGE ETC	1,815.00	Non-Departmental - Finance
83265	2/27/2013	CONEJO AWARDS	EMPLOYEE SERVICE AWARDS	1,667.33	Non-Departmental - Finance
83251	2/21/2013	US BANK	VISA- COSTCO	568.76	Non-Departmental - Finance
83246	2/20/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	528.31	Non-Departmental - Finance
83251	2/21/2013	US BANK	VISA- COFFEE WHOLESALE USA	199.20	Non-Departmental - Finance
83251	2/21/2013	US BANK	VISA- KEURIG	185.99	Non-Departmental - Finance
83251	2/21/2013	US BANK	VISA- WALMART	151.51	Non-Departmental - Finance
83202	2/20/2013	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- GQM11196	148.46	Non-Departmental - Finance
83251	2/21/2013	US BANK	VISA- COFFEE WHOLESALE USA	130.54	Non-Departmental - Finance
83251	2/21/2013	US BANK	VISA- SMART & FINAL	33.21	Non-Departmental - Finance
83210	2/20/2013	FEDERAL EXPRESS CORP.	COURIER SERVICE	20.96	Non-Departmental - Finance
83251	2/21/2013	US BANK	VISA- FRESH & EASY	5.38	Non-Departmental - Finance
Total Amount for 12 Line Item(s) from Non-Departmental - Finance				\$5,454.65	

Payroll

83285	2/27/2013	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- MAR 13	4,183.71	Payroll
83298	2/27/2013	P&A ADMINISTRATIVE SVCS INC	FSA MONTHLY ADMIN FEE- MAR 13	67.50	Payroll
83288	2/27/2013	LYSIK/GARRISON//	REPLACEMENT CHECK	14.46	Payroll
Total Amount for 3 Line Item(s) from Payroll				\$4,265.67	

Public Works

83263	2/27/2013	CALIFORNIA GREEN CONSULTING	CATCH BASIN SCREEN GRANT	12,327.00	Public Works
83248	2/20/2013	WILHELM/RICHARD//	FIELD INVESTIGTN/DRAFTING SVCS	1,870.00	Public Works
83244	2/20/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	1,250.00	Public Works



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83316	2/27/2013	ZOLOTAREVA/ANNA//	ENGINEER CONSULTING	1,045.00	Public Works
83234	2/20/2013	SANCHEZ/MARK L.//	INSPECTION SERVICES	680.00	Public Works
83305	2/27/2013	SANCHEZ/MARK L.//	INSPECTION SERVICES	680.00	Public Works
83215	2/20/2013	GRAYSON/SIARA//	ENGINEER CONSULTING	600.00	Public Works
83275	2/27/2013	GRAYSON/SIARA//	ENGINEER CONSULTING	600.00	Public Works
83242	2/20/2013	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	498.00	Public Works
83244	2/20/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	440.00	Public Works
83251	2/21/2013	US BANK	VISA- ASCE	280.00	Public Works
83244	2/20/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	220.00	Public Works
83251	2/21/2013	US BANK	VISA- RALPHS	94.95	Public Works
83251	2/21/2013	US BANK	VISA- BRUEGGERS	30.58	Public Works
83251	2/21/2013	US BANK	VISA- W W GRAINGER	18.73	Public Works
83251	2/21/2013	US BANK	VISA- ALBERTSONS	5.98	Public Works
Total Amount for 16 Line Item(s) from Public Works				\$20,640.24	

Recoverable / Refund / Liability

83228	2/20/2013	P&A ADMINISTRATIVE SVCS INC	FSA-MEDICAL CARE REIMBURSEMENT	525.00	Recoverable / Refund / Liability
83238	2/20/2013	STATE DISBURSMENT	WAGE GARNISHMENT- 2/8/13	289.74	Recoverable / Refund / Liability
83311	2/27/2013	STATE DISBURSMENT	WAGE GARNISHMENT- 2/22/13	289.74	Recoverable / Refund / Liability
83298	2/27/2013	P&A ADMINISTRATIVE SVCS INC	FSA-MEDICAL CARE REIMBURSEMENT	191.39	Recoverable / Refund / Liability
83211	2/20/2013	FRANCHISE TAX BOARD	WAGE GARNISHMENT- 2/8/13	182.43	Recoverable / Refund / Liability
83272	2/27/2013	FRANCHISE TAX BOARD	WAGE GARNISHMENT- 2/22/13	182.43	Recoverable / Refund / Liability
83212	2/20/2013	FRANCHISE TAX BOARD	WAGE GARNISHMENT- 2/8/13	169.74	Recoverable / Refund / Liability
83271	2/27/2013	FRANCHISE TAX BOARD	WAGE GARNISHMENT- 2/22/13	169.74	Recoverable / Refund / Liability
83196	2/20/2013	AHLQUIST/MARLENE//	RECREATION REFUND	100.00	Recoverable / Refund / Liability
83208	2/20/2013	DOODKIVATELE/TALY//	RECREATION REFUND	85.00	Recoverable / Refund / Liability
83191	2/20/2013	ABRAMS/SOPHIE//	RECREATION REFUND	69.00	Recoverable / Refund / Liability
83198	2/20/2013	ARKIN/ILENE//	RECREATION REFUND	69.00	Recoverable / Refund / Liability
83209	2/20/2013	FARALDO/FAYE//	RECREATION REFUND	69.00	Recoverable / Refund / Liability
83213	2/20/2013	GAYNOR/DIANE//	RECREATION REFUND	69.00	Recoverable / Refund / Liability
83216	2/20/2013	HANSEN/STEPHANIE//	RECREATION REFUND	69.00	Recoverable / Refund / Liability
83233	2/20/2013	ROBINSON/SHERRON//	RECREATION REFUND	69.00	Recoverable / Refund / Liability
Total Amount for 16 Line Item(s) from Recoverable / Refund / Liability				\$2,599.21	

Tennis & Swim Center



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83310	2/27/2013	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	3,336.53	Tennis & Swim Center
83251	2/21/2013	US BANK	VISA- HOME DEPOT	1,703.15	Tennis & Swim Center
83268	2/27/2013	DNA ELECTRIC	ELECTRICAL REPAIRS	1,359.34	Tennis & Swim Center
83251	2/21/2013	US BANK	VISA- STEVENSON RESTAURANT	870.32	Tennis & Swim Center
83251	2/21/2013	US BANK	VISA- NATIONAL GYM SUPPLY	816.66	Tennis & Swim Center
83251	2/21/2013	US BANK	VISA- CUSTOM BARRE	805.65	Tennis & Swim Center
83245	2/20/2013	VIEWPOINT EDUCATIONAL	POOL RENTAL	753.75	Tennis & Swim Center
83232	2/20/2013	REVOLT PRO MEDIA, INC.	STAFF UNIFORMS	714.07	Tennis & Swim Center
83258	2/27/2013	ATMOSPHERE EVENTS & CATERING	REPAIRS- T&SC	506.25	Tennis & Swim Center
83251	2/21/2013	US BANK	VISA- OFFICE DEPOT	468.93	Tennis & Swim Center
83310	2/27/2013	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	442.69	Tennis & Swim Center
83251	2/21/2013	US BANK	VISA- HOME DEPOT	415.21	Tennis & Swim Center
83251	2/21/2013	US BANK	VISA- SPORT CHALET	363.38	Tennis & Swim Center
83192	2/20/2013	ACCURATE BACKFLOW TESTING	REPAIR-BACKFLOW DEVICE	336.00	Tennis & Swim Center
83251	2/21/2013	US BANK	VISA- DUNN EDWARDS	326.10	Tennis & Swim Center
83251	2/21/2013	US BANK	VISA- HARBOR FREIGHTS	312.79	Tennis & Swim Center
83251	2/21/2013	US BANK	VISA- BEST BUY	308.29	Tennis & Swim Center
83207	2/20/2013	DNA ELECTRIC	ELECTRICAL REPAIRS	282.71	Tennis & Swim Center
83258	2/27/2013	ATMOSPHERE EVENTS & CATERING	SOCIAL EXPENSE- T&SC	240.00	Tennis & Swim Center
83247	2/20/2013	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	228.90	Tennis & Swim Center
83251	2/21/2013	US BANK	VISA- TOTAL GRAPHICS	206.89	Tennis & Swim Center
83251	2/21/2013	US BANK	VISA- WATER SAFETY	190.62	Tennis & Swim Center
83285	2/27/2013	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- MAR 13	156.47	Tennis & Swim Center
83251	2/21/2013	US BANK	VISA- ADOLPH KIEFER	148.50	Tennis & Swim Center
83193	2/20/2013	ACCURATE FIRST AID SERVICES	FIRST AID SUPPLIES	146.71	Tennis & Swim Center
83251	2/21/2013	US BANK	VISA- PARTY CITY	105.20	Tennis & Swim Center
83251	2/21/2013	US BANK	VISA- CANOGA ELECTRIC	95.48	Tennis & Swim Center
83251	2/21/2013	US BANK	VISA- RALPHS	92.78	Tennis & Swim Center
83251	2/21/2013	US BANK	VISA- AMAZON MARKETPLACE	86.34	Tennis & Swim Center
83251	2/21/2013	US BANK	VISA- HAYNEEDLE	72.98	Tennis & Swim Center
83251	2/21/2013	US BANK	VISA- CONSTANT CONTACT	60.00	Tennis & Swim Center
83251	2/21/2013	US BANK	VISA- AMECI'S PIZZA	52.99	Tennis & Swim Center
83285	2/27/2013	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- MAR 13	49.14	Tennis & Swim Center
83251	2/21/2013	US BANK	VISA- BET BUY FLOORING	43.86	Tennis & Swim Center
83251	2/21/2013	US BANK	VISA- ORCHARD SUPPLY	40.29	Tennis & Swim Center
83251	2/21/2013	US BANK	VISA- CRAIGSLIST.ORG	25.00	Tennis & Swim Center
83197	2/20/2013	AIRGAS- WEST	TC HELIUM	19.48	Tennis & Swim Center



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83251	2/21/2013	US BANK	VISA- BEST BUY	10.86	Tennis & Swim Center
83251	2/21/2013	US BANK	VISA- SMART & FINAL	10.02	Tennis & Swim Center
83251	2/21/2013	US BANK	VISA- FEDEX OFFICE	5.43	Tennis & Swim Center
Total Amount for 40 Line Item(s) from Tennis & Swim Center				\$16,209.76	

Transportation

83296	2/27/2013	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - JAN 13	25,042.29	Transportation
83296	2/27/2013	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - JAN 13	11,515.23	Transportation
83281	2/27/2013	KOA CORPORATION	CALABASAS ON-CALL SERVICES	8,462.50	Transportation
83252	2/27/2013	A2B TRANSPORTATION COMPANY LLC	DIAL-A-RIDE FEB 2013	6,914.19	Transportation
83296	2/27/2013	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - JAN 13	4,191.25	Transportation
83236	2/20/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	3,237.17	Transportation
83249	2/20/2013	WILLDAN ASSOCIATES INC.	SURVEYING SERVICES	2,600.00	Transportation
83225	2/20/2013	MARK IV CONSULTING INC	CITY ENGINEERING SERVICES	2,520.00	Transportation
83308	2/27/2013	SIEMENS INDUSTRY INC.	TRAFFIC SIGN MAINTENANCE	1,690.00	Transportation
83315	2/27/2013	WESTERN TRAFFIC SUPPLY, INC.	TRAFFIC CONTROL SUPPLIES	1,254.08	Transportation
83309	2/27/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,093.31	Transportation
83296	2/27/2013	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - JAN 13	709.61	Transportation
83308	2/27/2013	SIEMENS INDUSTRY INC.	TRAFFIC SIGN MAINTENANCE	606.57	Transportation
83296	2/27/2013	MV TRANSPORTATION, INC.	SHUTTLE FUEL COST- JAN 13	468.82	Transportation
83249	2/20/2013	WILLDAN ASSOCIATES INC.	SURVEYING SERVICES	460.00	Transportation
83236	2/20/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	307.41	Transportation
83223	2/20/2013	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	169.32	Transportation
83222	2/20/2013	LA DWP	METER SERVICE - TRAFFIC LIGHT	133.03	Transportation
83251	2/21/2013	US BANK	VISA- UNION 76	89.79	Transportation
83251	2/21/2013	US BANK	VISA- EXXON MOBIL	70.81	Transportation
83251	2/21/2013	US BANK	VISA- UNION 76	63.95	Transportation
83309	2/27/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	62.13	Transportation
83251	2/21/2013	US BANK	VISA- RABI INC	52.24	Transportation
83251	2/21/2013	US BANK	VISA- EXXON MOBIL	47.05	Transportation
83309	2/27/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	45.40	Transportation
83251	2/21/2013	US BANK	VISA- RABI INC	44.64	Transportation
83309	2/27/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	40.19	Transportation
83251	2/21/2013	US BANK	VISA- UNION 76	39.31	Transportation
83251	2/21/2013	US BANK	VISA- UNION 76	39.00	Transportation
83251	2/21/2013	US BANK	VISA- CHEVRON	38.70	Transportation



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83251	2/21/2013	US BANK	VISA- EXXON MOBIL	38.26	Transportation
83251	2/21/2013	US BANK	VISA- CLEAN ENERGY	30.54	Transportation
83309	2/27/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	28.46	Transportation
83309	2/27/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	28.32	Transportation
83251	2/21/2013	US BANK	VISA- SHELL OIL	22.00	Transportation
83251	2/21/2013	US BANK	VISA- SHELL OIL	8.00	Transportation
Total Amount for 36 Line Item(s) from Transportation				\$72,163.57	
GRAND TOTAL for 325 Line Items				\$308,608.76	

FUTURE AGENDA ITEMS

Department Agenda Headings Agenda Title/Future Agenda

Future Items:

CC	New Business	Discussion regarding Commission appointments
Council	New Business	Council Protocols
CC	Consent	Establishment of a fee for filing notices of intent to circulate initiative petitions
CC	New Business	Discussion regarding Council liaisons and appointments to external committees
MOD	New Business	Wireless Ordinance RF Monitoring Recommendation from CTC
CD	New Business	Building code appeal process discussion
CD	New Business	Development Code Discussion/Changes
	Presentation	Monthly Sheriff's Reports
PW	New Business	Survey of City streets for missing address numbers
PW	New Business	Waste collection contracts
	Presentation	Book Donation by Las Virgenes Municipal Water District 5/8

2013 CITY COUNCIL MEETING DATES

27-Mar - <i>Council Reorg</i>	14-Aug
10-Apr	28-Aug
24-Apr	11-Sep
8-May	25-Sep
22-May	9-Oct
12-Jun	23-Oct
26-Jun	13-Nov
	27-Nov - Cancelled - First Day of Hanukkah
10-Jul Cancelled	
24-Jul Cancelled	11-Dec
	25-Dec - Cancelled